



**GREATER COLUMBIA  
BEHAVIORAL HEALTH  
AND  
KITITAS COUNTY**

**MENTAL HEALTH BLOCK  
GRANT AGREEMENT**

GCBH Agreement Number

**KITTITAS-MHBG-09/10-00**

☒ New Agreement  
☐ Amendment No. \_\_\_\_

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government identified below, hereinafter referred to as the "Contractor."

|  |                                       |  |
|--|---------------------------------------|--|
| RSN/PHP NAME<br>Greater Columbia Behavioral Health             |                                       |  |
| RSN/PHP ADDRESS<br>101 N. Edison Street<br>Kennewick, WA 99336 |                                       | RSN/PHP CONTACT NAME<br>Mary Todd        |
| RSN/PHP CONTACT TELEPHONE<br>(509) 735-8681/1-800-795-9296     | RSN/PHP CONTACT FAX<br>(509) 783-4165 | RSN/PHP CONTACT E-MAIL<br>maryt@gcbh.org |

|   |  |   |
|---|--|---|
| CONTRACTOR NAME<br>Kittitas County                      |  |   |
| CONTRACTOR CONTACT NAME<br>Rick Weaver, President / CEO |  | CONTRACTOR CONTACT ADDRESS<br>Central Washington Comprehensive Mental Health<br>402 S 4 <sup>th</sup> Ave<br>Yakima, WA 98902 |
| CONTRACTOR CONTACT TELEPHONE<br>(509) 574-4024          | CONTRACTOR CONTACT FAX<br>(509) 575-4811 | CONTRACTOR CONTACT E-MAIL<br>(509) 575-4811   |

|   |  |
|---|--|
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?<br>Yes | CFDA NUMBERS (Federal Block Grant)<br>93.958 |
|---|--|

| START DATE      | END DATE           | FUNDING                   | MAXIMUM CONTRACT AMOUNT |
|-----------------|--------------------|---------------------------|-------------------------|
| October 1, 2009 | September 30, 2010 | Mental Health Block Grant | 36,145                  |


ATTACHMENTS: When the box(s) below are marked with a check ( √ ) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

☒ Exhibit(s): A. Schedule of Expenditures of Federal Awards

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

**GREATER COLUMBIA BEHAVIORAL HEALTH**



Chair, GCBH Board of Directors

**CONTRACTOR**


Kittitas County Commissioner

Clerk of the Board

Kittitas County Commissioner

Kittitas County Commissioner

**Approved as to Content:**

  
GCBH Director, Interim

**Approved as to Form:**

  
GCBH Legal Counsel

Kittitas County Prosecuting Attorney

**Fiscal Review:**

  
GCBH Chief Financial Officer

**Content and Form Prepared By:**

  
GCBH Contracts Coordinator

## General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. **"Agreement"** means this document, the General Terms and Conditions, the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
  - b. **"CFR"** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - c. **"Contract"** means the entire written agreement between GCBH and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
  - d. **"Contractor"** means the Contractor, its employees, agents and Subcontractors. The Contractor for this contract is: Kittitas County.
  - e. **"Debarment"** means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - f. **"DSHS"** or the **"Department"** means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - g. **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - h. **"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov>.
  - i. **"Secretary"** means the individual appointed by the Governor, State of Washington as the head of DSHS, or his/her designee.
  - j. **"Subcontract"** means any separate Agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - k. **"USCA"** means United States Code Annotated. All references to USCA chapters or sections of this Agreement shall include any successor, amended or replaces statute. The USCA may be accessed at <http://gpoaccess.gov/uscode>
  - l. **"WAC"** means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Agreement or Program Agreement to a third party without the prior written consent of GCBH.
4. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. GCBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the

case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

7. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
8. **Debarment Certification.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor also agrees to include the above requirement in any and all subcontracts into which it enters.
9. **Disputes.** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute:
  - a. Unless otherwise stated herein, disputes shall be determined by a Dispute board in the following manner: Each party to this Agreement shall appoint one member to the Dispute board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.
10. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
12. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations.
13. **Insurance.** GCBH certifies that it is a member of a risk pool, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable. The Contractor shall provide up to date copies of the policy to GCBH upon execution of this Agreement. The Contractor shall notify GCBH within one working day of any changes in coverage.
14. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, a County, RSN, or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive

relief, judicial review under RCW 34.05, or civil liability against the State or State agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.

- 15. Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- Document performance of all acts required by law, regulation, or this Agreement.
  - Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to GCBH and all expenditures made by the Contractor to perform as required by this Agreement.
  - For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- 16. Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- Applicable Federal and State of Washington statutes and regulations.
  - The General Terms & Conditions of this Agreement.
  - The Special Terms & Conditions of this Agreement.
  - Any Exhibits attached or incorporated into this Agreement by reference.
- 17. Overpayments.** If it is determined by GCBH, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement or any, GCBH may require the Contractor to reimburse GCBH in accordance with OMB Circular A-87.
- 18. Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by GCBH and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by GCBH is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for GCBH internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 19. Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- 20. Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- 21. Subcontracting.** The Contractor may Subcontract services to be provided under this Agreement. If GCBH, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages rising from any act or omission from the Contract, then GCBH shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and

several liability, GCBH and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than GCBH and the Contractor. This term shall not apply in the event of a settlement by either GCBH or the Contractor.

## **22. Subrecipients.**

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of Contracts or grant Agreements that could have a material effect on each of its federal programs.
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
  - (4) Incorporate OMB Circular A-133 audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients.
  - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.
  - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation.
  - (7) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 C.F.R. Part 35 and Part 39. (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the GCBH Chief Financial Officer, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings".

**22. Survivability.** The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Lawsuits, Responsibility, Maintenance of Records, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**23. Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least five (5) business days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

**24. Termination Due to Change in GCBH / DSHS Agreement.** In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver program render this Agreement invalid in any

way after the effective date of this Agreement and prior to its normal completion, GCBH may terminate this Agreement, and prior to its normal completion, GCBH may terminate this Agreement, subject to re-negotiation (if applicable) under those new special terms and conditions.

- 25. Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving GCBH at least thirty (30) calendar days' written notice addressed to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement.
- 26. Termination for Default.**
- a. The GCBH Director may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:
    - (1) Failed to meet or maintain any requirement for contracting with GCBH.
    - (2) Failed to perform under any provision of this Agreement.
    - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement.
    - (4) Otherwise breached any provision or condition of this Agreement.
  - b. Before the GCBH Director may terminate this Agreement for default, GCBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the GCBH Director may then terminate the Agreement. The GCBH Director may terminate the Agreement for default without such written notice and without opportunity for correction if GCBH has a reasonable basis to believe that a client's health or safety is in jeopardy.
  - c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the GCBH Director, if the Contractor has a reasonable basis to believe that GCBH has:
    - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
    - (2) Failed to perform under any provision of this Agreement;
    - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
    - (3) Otherwise breached any provision or condition of this Agreement.
  - d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide the GCBH Director with written notice of GCBH's noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBH's noncompliance. If GCBH does not correct GCBH's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
- 27. Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
  - b. The Contractor shall promptly deliver to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.
  - c. GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by GCBH.
  - d. If the GCBH Director terminates this Agreement for default, GCBH may withhold a sum from the

final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available by law, in equity, or under this Agreement except as to the limitations set forth in Section 14.

28. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to protect and maintain all GCBH property in its possession against loss or damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear excepted.
29. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting client access to, or possession or use of lawful or unlawful weapons and drugs).
30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2. Only the GCBH Director or designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.



### Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
  - a. **“Behavioral Health and Recovery” or “BHR”** means the DSHS, Health and Recovery Services Administration, Behavioral Health and Recovery Division, and its employees and authorized agents.
  - b. **“Consumer”** means, per WAC 388-865-0150, a person who has applied for, is eligible for or who has received mental health services.
  - c. **“Criterion and Goal” or “CG”** means the Criterion and Goal found in the MHBG plan, under Section 8, that the State has submitted to the federal government, which outlines the specific ways in which the State plans to expend MHBG Funds.
  - d. **“Cultural Competence”** means a set of congruent behaviors, attitudes and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
  - e. **“DSM III-R”** means the Diagnostic and Statistical Manual for Mental Diseases, Third Revision, published by the American Psychiatric Association.
  - f. **“GCBH”** means Greater Columbia Behavioral Health and its employees and authorized agents.
  - g. **“Health and Recovery Services Administration” or “HRSA”** means the DSHS Administration governing public health care, mental health care and substance abuse services, and its employees and authorized agents.
  - h. **“Medicaid”** means the Centers for Medicare and Medicaid Services (CMS) Federal Department of Health and Human Services (HHS) program, which is state-operated and provides medical benefits for certain indigent or low-income persons in need of health and medical care. The program is authorized by Title XIX of the Social Security Act and may only be used to cover costs for specified services for people who meet specific eligibility criteria, and program eligibility requirements. Additionally, these funds are only paid out for these services utilizing specified rates of payment for providers following a specified administration methodology.
  - i. **“Mental Health Block Grant” or “MHBG”** means those funds granted by the Secretary of the HHS, through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), to states to establish or expand an organized community-based system for providing mental health services for adults with SMI and children with SED. States must submit an application in accordance with the law, for each fiscal year for which they seek MHBG funds. Awarded MHBG funds must be used to carry out the State plan contained in their application, to evaluate programs and services set in place under the plan, and to conduct planning, administration, and educational activities related to the provision of services under the plan.
  - j. **“MHBG Funds”** means federal funds that are awarded to Washington State through the federal MHBG.
  - k. **“Recovery”** means the processes through which people are able to live, work, learn, and participate fully in their communities.
  - l. **“Regional Support Network” or “RSN”** means a county authority or group of county authorities or other entity recognized by the DSHS Secretary through a DSHS contract for a DSHS-designated region which provides management of behavioral health services.
  - m. **“Resiliency”** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
  - n. **“Serious Emotional Disturbance” or “SED”** means, according to Federal Register Vol. 58, No. 96, May 20, 1993, children from birth up to age 18 who have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that result in functional impairment which substantially interferes with or limits the child’s role or functioning in family, school, or community activities.

- o. **“Serious Mental Illness” or “SMI”** means, according to Federal Register Vol. 58, No. 96, May 20, 1993, persons age 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that has resulted in functional impairment which substantially limits one or more major life activities.

**2. Individuals Serviced by Medicaid and Other Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although DSHS and the Contractor mutually recognize that services under this Agreement may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either DSHS or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.

**3. Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following:

- o Title XIX and Title XXI of the Social Security Act.
- o All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
- o all local, state, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.
- o All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to GCBH, DSHS, Department of Health and Human Service (DHHS), and the EPA.
- o Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
- o Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
- o Those specified in Title 18 RCW for professional licensing.
- o Reporting of abuse as required by RCW 26.44.030.
- o Industrial insurance coverage as required by Title 51 RCW.
- o any other requirements associated with the receipt of federal funds.

**4. Purpose.**

The purpose of this Agreement is for the Contractor to provide services to promote recovery for SMI adults and resiliency for SED children, in accordance with MHBG requirements.

**5. Statement of Work.**

- a. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
  - (1) The Contractor shall provide the services described in the MHBG Service Table in Section 8 and in accordance with the Contractor's BHR-approved MHBG application, which is incorporated herein by this reference.
  - (2) The contractor shall incorporate cultural competence into the work supported by these Federal Block Grant funds.
    - i. Demonstrate how cultural competence is incorporated in progress reports and in program / contract reviews.
    - ii. Collect data that is utilized to measure progress to assure comparable access to service and comparable results from service for service recipients.
    - iii. Measure access in the service population for groups of consumers by age and race / ethnicity to the same groups of people in the general population of the service area

where these funds are expended.

- (3) The Contractor shall submit an electronic MHBG project plan by April 20, 2010, to the GCBH Contracts Coordinator, for GCBH's review and approval in accordance with the MHBG. This project plan may be used to assist in development of the State's MHBG plan, and shall:
  - i. Specify the Criterion, activity description, number of consumers to be served, and a cost basis for reasonableness of funding amount associated with activity;
  - ii. Be developed and based upon the Contractor's MHBG Fund award and/or reasonable cost for the prior year; and
  - iii. Be developed and based upon the New Freedom Commission goals:
    - (A) Americans understand that mental health is essential to overall health.
    - (B) Mental health care is consumer and family driven.
    - (C) Disparities in mental health services are eliminated.
    - (D) Early mental screening, assessment, and referral to services are common practice.
    - (E) Excellent mental health care is delivered and researched is accelerated.
    - (F) Technology is used to access mental health care and information.
- (3) The Contractor shall submit written MHBG progress reports, by the dates listed below, to the GCBH Contracts Coordinator, using a BHR-provided report format, which shall detail the planned or projected execution dates for each CG. In addition the Contractor shall report how cultural competence has been incorporated into the work supported by mental health block grant funds by providing a narrative that demonstrates the requirements of Section 5.a.(2) i - iii of this Agreement.
  - o December 20, 2010; and
  - o March 20, 2010.
- (4) The Contractor shall submit written MHBG implementation reports, as described below, to the GCBH Contracts Coordinator, which shall detail how the Contractor has met the CGs identified in the MHBG Service Table in Section 8. In addition the Contractor shall report how cultural competence has been incorporated into the work supported by mental health block grant funds by providing a narrative that demonstrates the requirements of Section 5.a.(2) i - iii of this Agreement.
  - i. By July 20, 2010, the Contractor shall submit a written draft implementation report which details:
    - o What CGs have been met and how they were met;
    - o Which CGs have not been met as of August 1, 2010; and
    - o How the Contractor shall meet unmet CGs, by September 30, 2010.
    - o How cultural competence has been incorporated into the work supported by mental health block grant funds.
  - ii. By October 10, 2010, the Contractor shall submit a final written implementation report which details how the Contractor has met all CGs identified in the MHBG Service Table in Section 8, including any CGs detailed in any amendment(s) to this Agreement.
- (5) The Contractor shall submit a written request to the GCBH Contracts Coordinator, using a GCBH-provided form, for any requested changes to the MHBG Service Table in Section 8, no later than 30 days prior to the proposed start date of requested changes.

## 6. MHBG Funding Requirements and Limitations.

- a. The Contractor shall comply with the utilization guidelines contained in of the State's most recent MHBG plan, accessible at <http://www1.dshs.wa.gov/Mentalhealth/>, which is signed by the Washington State Governor. Specifically Title V, Section 1913 where the State agrees to comply with the Public Health Service Act [42 U.S.C. 300x-1 et seq.].
- b. The Contractor shall not use MHBG Funds for the following:
  - (1) Services and programs that are covered under the capitation rate for Medicaid-covered services to Medicaid enrollees.
  - (2) The Contractor's administrative costs associated with salaries and benefits at the Contractor's organizational level.

- (3) Inpatient mental health services.
- (4) Construction and/or renovation.
- (5) Capitol assets or the accumulation of operating reserve accounts.
- (6) Equipment costs over \$5,000.
- (7) Cash payments to Consumers.
- (8) State match for other federal funds.

#### 7. Target Population.

The Contractor shall ensure that MHBG Funds are used only for services to individuals who are not enrolled in Medicaid, or for services that are not covered by Medicaid, as described below:

| Benefits                                    | Services                   | Use MHBG Funds | Use Medicaid |
|---|----------------------------|----------------|--------------|
| Consumer is <b>not</b> a Medicaid recipient | Any type                   | Yes            | No           |
| Consumer is a Medicaid recipient            | Allowed under Medicaid     | No             | Yes          |
| Consumer is a Medicaid recipient            | Not Allowed under Medicaid | Yes            | No           |

#### 8. MHBG Service Table

| Mental Health Block Grant Plan Reference  |                   |      |       |                | Mental Health Block Grant Planned Services/ Activities  |  |
|---|-------------------|------|-------|----------------|---|--|
| Criterion   | NOM               | Goal | Other | Funding Amount | Activity Description<br>(Please provide measurable goals that may be easily monitored/tracked)  | Deliverable<br>(For example: # of consumers to be served, # of svc hours to be provided, # of staff to be trained, etc.)   |
| 1   | NOM: 2<br>Goal: 3 |      |       | \$36,145       | <b>Crisis Services</b><br>To provide Crisis Mental Health Services to Non-Medicaid adults and children. These services include crisis services, stabilization services, Involuntary Treatment Act services and Freestanding E&T services. | Estimated # of adults to be served: <u>16</u><br><br>Estimated # of children/youth to be served: <u>2</u><br><br>The contractor will record and report the number of individuals, by age group, who receive crisis, stabilization, involuntary and freestanding E & T services supported by this contract. The contractor will ensure that there is a method in place that demonstrates the only individuals who are not Medicaid recipients are supported with these funds. |
| <b>Cost Basis/Justification for the activity above (e.g., actual, budget, industry standard, Fee):</b> Funds will be used for costs associated with the provision of Crisis Mental Health Services. |                   |      |       |                |   |  |

## 9. Subcontracts and Subcontract Monitoring.

- a. All subcontracts must be in writing and executed by both parties prior to any services being provided.
- b. MHBG fee-for-service, set rate, performance-based or cost reimbursement subcontracts shall be based on reasonable costs, as defined below:
  - (1) "Cost Reimbursement" means the subcontract is reimbursed for actual costs up to the maximum consideration allowed in the contract.
  - (2) "Lump sum" means the subcontract is reimbursed a negotiated amount for completion of the contract performance.
  - (3) "Fee-for-service" or "set rate" means the subcontractor a negotiated fixed rate of pay based on performance of a defined unit of service such as per treatment, per hour or per session.
  - (4) "Performance-based" means the subcontractor is compensated on attainment of specific outcomes (for example, placement of a consumer into employment).
  - (5) "Reasonable costs" means amounts that do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consider the following:

- o Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the performance of the contract.
  - o The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.
  - o Market prices for comparable goods or services.
  - o Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the entity, the public at large, and the provider of the funds.
- c. MHBG funds may not be used to pay for services provided prior to the execution of subcontracts, or to pay in advance of service delivery.
  - d. All activities and services performed pursuant to this Agreement, which are not performed directly by the Contractor, must be subcontracted in accordance with the terms set forth under this Agreement.
  - e. The Contractor must submit copies of all subcontracts to the GCBH Contracts Coordinator within 60 days of execution of the subcontract(s).
  - f. The Contractor shall submit to the GCBH Chief Financial Officer by September 15, 2010, a completed Schedule of Expenditures of Federal Awards (**Exhibit A**).
  - g. The Contractor shall ensure that its subcontractors receive an independent audit (A-133) if the subcontractor receives a total of \$500,000 or more in federal awards, including MHBG Funds, but exclusive of Medicaid. Within 30 days of receiving the independent audit report the Contractor shall notify and provide the GCBH Chief Financial Officer with a copy of the audit report.
  - h. GCBH may conduct announced and unannounced reviews, audits and/or surveys.
  - i. GCBH shall conduct an annual fiscal review. This annual fiscal review shall ensure:
    - o The expenditures are accounted for by revenue source.
    - o That no expenditures were made for items identified in Section 6.
    - o Expenditures are made only for the purposes stated in this Agreement, and that services were actually provided.

## 10. Consideration.

- a. Total Maximum Consideration payable to Contractor for satisfactory performance of the work under this Agreement is **\$36,145**.
- b. Any MHBG Funds obligated under this Agreement which are not expended by September 30, 2010, may not be used or carried forward to any other Agreement, and lapse as of September 30, 2010.

- c. Funding that supports this Agreement comes from Community Mental Health Services Block Grant funds, from the federal Department of Health and Human Services (DHHS), Catalog of Federal Domestic Assistance (CFDA) #93.958.

## 11. Billing and Payment.

### a. Billing:

- (1) GCBH shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. GCBH shall not pay for any services provided prior to the start date of this Agreement
- (2) GCBH shall reimburse the Contractor for actual expenditures incurred while performing services under this Agreement, up to the Maximum Consideration of this Agreement, and in accordance with the MHBG Service Table in Section 8. In the event the Contractor chooses to have GCBH pay Subcontractors directly, a written notification must be submitted to GCBH on or before payment is disbursed. If it is determined by GCBH, or during the course of the required audit, that the Contractor has been paid unallowable costs under this program, GCBH may require the Contractor to reimburse GCBH in accordance with HRSA requirements.
- (3) A 10% expenditure variance is allowed between the Criterion and Goals in the MHBG Service Table without the need for an amendment to this Agreement. This variance is based on the maximum consideration. The Contractor shall notify GCBH of the expenditure variance via e-mail or hard copy.
- (4) Claims for reimbursement shall be submitted on state form A-19 Invoice Voucher, and/or other forms as approved by GCBH.
- (5) The Contractor shall submit claims for reimbursement monthly and no later than 60 days following the month in which services are provided. GCBH is not obligated to pay any claims submitted later than 60 days after the month services were provided.
- (6) Invoices shall provide detailed amounts per CG for the time period being billed.
- (7) The Contractor shall submit a final invoice for services under this Agreement no later than 60 days following the end of this Agreement to ensure payment.

### b. Payment.

Payment shall be considered timely if made by GCBH within thirty (30) days after receipt and acceptance by GCBH of the properly completed invoices. GCBH may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

## 12. Remedial Action.

### a. GCBH may initiate remedial action if GCBH determines any of the following situations exist:

- (1) A problem exists that negatively impacts individuals receiving services.
- (2) The Contractor has failed to perform any of the mental health services required under this Agreement.
- (3) The Contractor has failed to develop, produce, and/or deliver to GCBH any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Agreement.
- (4) The Contractor has failed to perform any administrative function required under this Agreement, where administrative function is defined as any obligation other than the actual provision of mental health services.
- (5) The Contractor has failed to implement corrective action required by GCBH and/or the state and within MHD and/or GCBH prescribed time frames.

### b. GCBH may impose any of the following remedial actions if GCBH determines the situations described in Section 12 exist.

#### (1) Corrective Action Plan:

Corrective action plans developed by the Contractor must be submitted for approval to GCBH within 30 calendar days of notification. Corrective action plans may require modification of any

policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

i. Corrective action plans must include:

- A brief description of the finding; and
- Specific actions to be taken, a timetable, a description of the monitoring to be performed, the steps taken and responsible individuals that will reflect the resolution of the situation.

ii. Corrective action plans are subject to approval by GCBH, which may:

- Accept the plan as submitted;
- Accept the plan with specified modifications;
- Request a modified plan; or
- Reject the plan.

(2) Hold on Invoices

GCBH may hold the processing of any invoices under this Agreement, until corrective action has achieved resolution. GCBH at its sole discretion may release a portion or all of any payments withheld once satisfactory resolution has been achieved.

# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

| Regional Support Network (RSN) Name: Greater Columbia Behavioral Health |              |                     |                         |                       |                              |    |
|---|--------------|---------------------|-------------------------|-----------------------|------------------------------|----|
| (Name of Service Provider) Name:  |              |                     |                         | Phone #:              |                              |    |
| Schedule of Expenditures of Federal Awards                              |              |                     |                         | Year Ended (MM-DD-YY) |                              |    |
| Grantor/Program Title   | Award Number | Federal CFDA Number | Program or Award Amount | Revenue Recognized    | Disbursements / Expenditures |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| *   |              |                     |                         |                       |                              |    |
| Total Federal Awards  |              |                     | \$                      | \$                    | \$                           | \$ |