GREATER COLUMBIA BEHAVIORAL HEALTH AND KITTITAS COUNTY

STATE MENTAL HEALTH AGREEMENT

GCBH Agreement Number

KITTITASS-09/11-00

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

CONTRACTOR NAME		
Kittitas County		
CONTRACTOR CONTACT NAME Rick Weaver, CWCMH President / CEO		CONTRACTOR CONTACT ADDRESS Central Washington Comprehensive Mental Health 402 S 4th Ave Yakima, WA 98902
CONTRACTOR CONTACT TELEPHONE (509) 574-4024	CONTRACTOR CONTACT FAX (509) 575-4811	CONTRACTOR CONTACT E-MAIL rweaver@cwcmh.org
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No		CFDA NUMBERS (Federal Block Grant)

START DATE	END DATE	FUNDING
October 01, 2009	September 30, 2011	See Funding Schedule poste on the GCBH websit www.gcbh.org

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:

[X] **Exhibit(s): A. Access to Care Standards**
B. Data Security Requirements

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

Approved as to Content:

GCBH Director, Interim

Approved as to Form:

GCBH Legal Counsel

Fiscal Review:

GCBH Chief Financial Officer

Content and Form Prepared By:

GCBH Contracts Coordinator

PURPOSE OF AGREEMENT

Provide or purchase age, linguistic and culturally competent community mental health services listed below to the maximum extent possible and within the Available Resources provided under this Agreement for individuals within the contracted Service Area. The services shall be provided pursuant to: RCW 70.02, 71.05, 71.24, and 71.34, 70.96(B) and 70.96(C) or any successors and WAC CHAPTER 388-865 or any successors.

Period of Performance – This Agreement is in effect from October 1, 2009 through September 30, 2011. In the event Contractor decides not to enter into any subsequent Agreement, the Contractor shall treat the situation as a Termination of Contractor Function and comply with the Termination of Contractor Function Notice Requirements section of the Agreement.

1. DEFINTIONS

a. **Administrative Cost** means costs for the general operation of the public mental health system. These activities cannot be identified with a specific direct services or direct service support function as defined in the BARS supplemental instructions.

b. **Allen and Marr Class Members** means any DDD enrolled client who was admitted to, or already in, Western State Hospital, on or after June 1, 1997. Marr Class Member refers specifically to any DDD enrolled client who was admitted to, or already in, Eastern State Hospital on or after December 2, 1999. The class members are established based on Allen, et al. v. WSH, et al. and Marr, et al. v. ESH, et al. cases.

c. **Available Resources** means funds appropriated for the purpose of providing community mental health programs: federal funds, except those provided according to Title XIX of the Social Security Act, and state funds appropriated under RCW 71.24 or RCW 71.05 by the legislature during any biennium for the purpose of providing residential services, resource management services, community support services, and other mental health services. This does not include funds appropriated for the purpose of operating and administering the state psychiatric hospitals.

d. **Budget Narrative.** The Budget Narrative serves two purposes - it identifies how the costs were estimated and it justifies the need for the cost.

e. **Children's Long Term Inpatient Programs ("CLIP")** means the state appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.

f. **Child Study and Treatment Center ("CSTC")** means the Department of Social and Health Services child psychiatric hospital.

g. **Community Mental Health Agency ("CHMA")** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services and subcontracted to provide services covered under this Agreement.

h. **Consumer** means a person who has applied for, is eligible for, or who has received mental

health services. For a child under the age of thirteen, or for a child age thirteen or older, whose parents or legal guardians are involved in the treatment plan, the definition of Consumer includes parents or legal guardians.

i. **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.

j. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in the Agreement.

k. **Deliverable** means items that are required for submission to HRSA to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.

l. **Direct Care Staff** means persons employed by community mental health agencies whose primary responsibility is providing direct treatment and support to people with mental illness, or whose primary responsibility is providing direct support to such staff in areas such as client scheduling, client intake, client reception, client records-keeping, and facilities maintenance.

m. **Emergent Care** means services provided for a person that, if not provided, would likely result in the need for crisis intervention, or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.

n. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.

o. **Enrollee** means a Medicaid recipient who is currently enrolled in a Pre-paid Inpatient Health Plan.

p. **Evidence Based Practice** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.

q. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.

r. **Family** means:
   (1) For adult Consumers, family means those the consumer defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the consumer.
   (2) For children, family means a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the Department of Social and Health Services, or a tribe.

s. **Greater Columbia Behavioral Health (GCBH)** means GCBH's officers, employees, and

authorized agents. GCBH's service area includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman and Yakima.

t. **Grievance** means an expression of dissatisfaction about any matter. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the mental health Consumer's rights.

u. **Health and Recovery Services Administration (HRSA)** means the Health and Recovery Services Administration of the Washington State Department of Social and Health Services. DSHS has designated HRSA as the state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.34.

v. **Medical Necessity or Medically Necessary** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.

w. **Mental Health Care Provider ("MHCP")** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years experience in the mental health or related fields.

x. **Mental Health Professional** means:

(1) A psychiatrist, psychologist, psychiatric nurse or social worker as defined in Chapters 71.05 and 71.34 RCW.

(2) A person with a masters degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two (2) years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional.

(3) A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.

(4) A person who had an approved waiver to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001.

(5) A person who has been granted a time-limited exception of the minimum requirements of a Mental Health Professional by DSHS consistent with WAC 388-865-0265.

y. **Notice of Determination** means a written notice that must be provided to Consumers to inform them that medically necessary services have been authorized or that, following an intake no additional services have been requested and/or authorized, and the reason for this determination. A Notice of Determination must contain all of the following:

- A description of authorized services and time frames.
- The right to a second opinion and to access the second opinion if services beyond the intake or previously authorized services have not been determined by the network CMHA to be Medically Necessary.
- The right to a Fair Hearing.

z. **Patient Days of Care** includes all voluntary patients and involuntarily committed patients under Chapter 71.05 RCW, regardless of where in the State Hospital they reside. Patients who are committed to the State Hospital under 10.77 RCW are not included in the Patient Days of Care. Patients who are committed under RCW 10.77.088 by municipal or district courts after failed competency restoration and dismissal of misdemeanor charges are not counted in the Patient Days of Care until a petition for 90 days of civil commitment under Chapter 71.05 RCW has been filed in court. Patients who are committed under RCW 10.77.086 by a superior court after failed competency restoration and dismissal of felony charges are not counted in the Patient Days of Care until the patient is civilly committed under Chapter 71.05 RCW.

aa. **ProviderOne** means the Department's Medicaid Management Information Payment Processing System.

bb. **Publish** means an officially sanctioned document provided by HRSA and/or GCBH on the HRSA and/or GCBH internet or intranet websites for downloading, reading, or printing. The Contractor will be notified in writing or by e-mail when a document meets this criterion.

cc. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.

dd. **Quality Improvement** means a focus on activities to improve performance above minimum standards/ reasonably expected levels of performance, quality, and practice.

ee. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.

ff. **Recovery** means the process by which people are able to live, work, learn, and participate fully in their communities.

gg. **Regional Support Network ("RSN")** means a county authority or group of county authorities or other entity recognized by the Secretary to administer mental health services in a defined region.

hh. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

ii. **Routine Services** means non-emergent and non-urgent services are offered within fourteen (14) calendar days to individuals authorized to receive services as defined in the Access to Care Standards (Exhibit A). Routine services are designed to alleviate symptoms, to stabilize, sustain and facilitate progress toward mental health. These services do not meet the definition of Urgent or Emergent Care.

jj. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible. The Contractor is responsible for the provision of services within the boundaries of Kittitas County.

kk. **Urgent** means a service to be provided to persons approaching a mental health crisis. If services are not received within 24 hours of the request, the person's situation is likely to deteriorate to the point that Emergent Care is necessary.

2. Credentialing

a. The Contractor shall hold all necessary licenses, certifications and/or permits as required by law for the performance of the activity to be performed under this Agreement. The Contractor shall notify GCBH in the event of a change in status of any required license or certification.

b. The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Clubhouses must meet all credentialing requirements put in place by the State. The Contractor shall maintain documentation that all MHCPs are currently licensed in the State of Washington.

c. The Contractor shall require a criminal history background check though the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

3. Excluded Provider

a. The Contractor, by signature to this Agreement certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement into any Subcontracts entered into, resulting directly from the Contractor's duty to provide services under this Agreement.

(1) The Contractor is required to ensure it neither employs any person nor Contracts with any person or Community Mental Health Agency (CMHA) excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or suspended per this Agreement's General Terms and Conditions. Contractor must maintain documentation verifying annual screening is performed. Verification can be performed using the United States Health and Human Services website: http://exclusions.oig.hhs.gov and the Excluded Parties Listing System website: http://www.epls.gov

b. The Contractor must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of the Contractor's equity, or an employee, Contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been debarred, suspended, or otherwise excluded by any federal agency.

4. PHYSICIAN INCENTIVE PLANS

The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not Contract with any Subcontractor operating such a plan.

5. CMHA Provider Discrimination

a. The Contractor must ensure there is no discrimination in selection of providers based on:
   (1) The participation, reimbursement, or indemnification of any CMHA that is acting within the scope of its license or certification under applicable State law solely upon the basis of that license or certification.
   (2) Particular CMHAs who serve high risk mental health Enrollees or specialize in mental health conditions that require costly treatment.

b. The Contractor must provide written notice to individual CMHAs or to groups of CMHAs as to the reason for the Contractor's decision if they are not selected for the Contractor's Subcontracted network of providers.

6. MHCP Termination

The Contractor must use best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days.

7. Changes in Capacity:

a. A significant change in the provider network is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Subcontractor site that is providing services under this Agreement. The Contractor must notify GCBH 30 days prior to terminating any of its Subcontracts with entities that provide direct services, including mental health clubhouses, or entering into new Subcontracts with entities that provide direct services, including mental health clubhouses. This notification must occur prior to any public announcement of this change.
   (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than 30 days or a site closure occurs in less than 30 days, the Contractor must notify HRSA as soon possible and prior to a public announcement.

b. The Contractor shall notify GCBH of any other changes in capacity that results in the Contractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, Medically Necessary services.

c. If any of the events described in section 7 occur, the Contractor must submit a plan to GCBH that includes at least:

- Notification to Ombuds services.
- Crisis services plan.
- Client notification plan.
- Plan for provision of uninterrupted services.
- Any information released to the media.

8. TRAINING

a. The Contractor shall participate in trainings, meetings and/or conferences when requested by GCBH and/or MHD.

b. The Contractor must participate in GCBH and/or MHD offered training on the implementation of Evidence-Based Practices and Promising Practices. Requests for GCBH and/or MHD to allow an exception to participation in required training must be in writing and include a plan for how the required information will be provided to targeted Contractor staff.

c. Annually, all community mental health employees who work directly with clients shall be provided with training on safety and violence prevention topics described in RCW 49.19.030.
   (1) The curriculum for the training shall be developed collaboratively, with DSHS, among the GCBH, contracted mental health providers, and employee organizations that represent community mental health workers.

9. Delegation

a. A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
   (1) Prior to any new delegation of any contracted responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.
   (2) The Contractor shall maintain and make available to GCBH, HRSA and its EQRO Contractors all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
      i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
      ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Sub-contractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
      iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.

b. Subcontract Submission:
   (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
      i. When substantially similar Contracts are executed with multiple Subcontractors an example Contract may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each contract and the

period of performance must also be submitted.

ii. Amendments to Subcontracts must be submitted with a summary of the changes made to the original Subcontracts within 45 days following the end of each calendar year. In the event that the Contract performance period does not encompass a full report period the Contractor shall provide a report for the partial period.

10. INCIDENT REPORTING

a. The Contractor is required to report on incidents involving persons with mental illnesses and having an open case with the RSN. An open case is defined as an individual who is currently receiving crisis services or outpatient mental health services from a RSN or RSN contracted provider.

b. Initial notification and any follow up must be provided to GCBH using the HRSA electronic incident reporting system. If the electronic incident reporting system is unavailable, a standardized form will be provided with instructions on how to submit.

c. The Contractor must notify the GCBH Director or their designee within one (1) business day of becoming aware of events involving a person who has an open case and is the alleged victim or perpetrator of any of the following events:
   (1) An allegation of Rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030).
   (2) Any violent act as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide as defined in RCW 9A.32.010 that results in an arrest with charges or pending charges.
   (3) Any injury to a RSN or Subcontracted staff member as the result of an assault by a client that requires any level of medical intervention.
   (4) Any allegation of financial exploitation as defined in RCW 74.34.020.
   (5) Any suicide or a death under an unusual circumstance.
   (6) An assault by a RSN or Subcontracted staff member involving a client with an open case.

d. The Contractor must notify the GCBH Director or their designee within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.

e. In addition to all incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this section.

f. The Contactor or its Subcontractors will notify the following agencies or any others when required by law:
   (1) Adult Protective Services.
   (2) Child Protective Services.
   (3) Department of Health.
   (4) Local Law Enforcement.
   (5) Medicaid Fraud Control Unit.
   (6) Washington State Patrol.

g. The Contractor must maintain appropriate policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policy must address the Contractor's oversight and review of these incidents. These policies and procedures will be provided upon request to GCBH for review and approval.

h. GCBH may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

11. LAW ENFORCEMENT

In accordance with RCW 9.41.097, the Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm.

12. INFORMATION REQUIREMENTS

a. The Contractor must provide information to Consumers consistent with WAC 388-865-0410. The Contractor shall maintain written policy and procedures addressing all information requirements, and shall:

(1) Provide interpreter services for Consumers who speak a primary language other than English for all interactions between the consumer and the Contractor including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Fair Hearing.

(2) Provide written translations of generally available materials including, at minimum, applications for services, consent forms, and Notice of Determination in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington based on the most recent US census. HRSA has determined based on this criteria that Spanish is the currently required language.

(3) The DSHS Prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese. The Client rights have been provided to the Contractor by HRSA. The expectation is that this translated document is readily available at all times from the Contractor and its contracted CMHAs.

(4) Materials may be provided in English if the Consumers primary language is other than English but the Consumer can understand English and is willing to receive the materials in English. The Consumers consent to receiving information and materials in English must be documented in the client record.

(5) For Consumers whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Consumers primary language, having an interpreter read the materials in the Consumers primary language or providing materials in an alternative format that is acceptable to the Consumer. If one of these methods is used it must be documented in the client record.

(6) Ensure that Mental Health Professionals and MHCPs have an effective mechanism to communicate with Consumers with sensory impairments.

(7) Post a multilingual notice in each of the DSHS prevalent languages, which advises Consumers that information is available in other languages and how to access this information.

(8) The Contractor shall post a translated copy of the consumer rights as provided by HRSA in each of the DSHS prevalent languages.

(9) Upon an individual's request, the Contractor shall provide:

i. CMHA licensure, certification and accreditation status.

iii. Information that includes but is not limited to, education, licensure, and Board

certification or re-certification or registration of Mental Health Professionals and MHCPs.

13. CUSTOMER SERVICES

a. The Contractor shall provide Customer Services that are customer-friendly, flexible, proactive, and responsive to Consumers, families, and stakeholders. The Contractor shall provide a toll free number for Customer Service. A local telephone number may also be provided for those Consumers within the local calling area.

b. At a minimum, Contractor Customer Services staff shall:
   (1) Promptly answer telephone calls from Consumers, family members and stakeholders from 8 a.m. until 5:00 p.m. Monday through Friday, holidays excluded.
   (2) Respond to Consumers, family members and stakeholders in a manner that resolves their inquiry. Staff must have the ability to respond to those with limited English proficiency or hearing loss.

c. Customer Services staff must be trained on how to refer these calls to the appropriate party.

14. PAYMENT AND FISCAL MANAGEMENT

a. Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.

b. The Contractor shall be paid monthly using a board approved funding mechanism. In the event funding provided by HRSA is increased/decreased, funding may be revised to reflect these changes. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.

c. During the term of this contract, capitation payments are made at the beginning of each month of service. The Contractor shall provide mental health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.

d. In accordance with ESHB 1244 Sec(204)(1)(m), the Contractor shall make all possible efforts to maintain current compensation levels of "Direct Care Staff". The Contractor shall require its Subcontractors to make similar efforts. Such efforts shall include, but not be limited to, indentifying local administrative reductions at the Contractor level, and engaging stakeholders on cost-savings ideas that maintain client services and staff compensation. Upon request, the Contractor shall provide information to GCBH on efforts to comply with these statutory requirements.

e. 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.

f. If the Contractor terminates this agreement or will not be entering into any subsequent agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH. Funds will be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least 60 days prior to the end of the contract if a decision is made not to enter into a

subsequent Agreement. Any funds not spent for the provision of services under this contract shall be returned to GCBH within 60 days of the last day this Agreement is in effect.

g. Rates for July 1, 2011 through September 30, 2011 - Following the end of the annual legislative session, GCBH will offer an amendment with the proposed capitation payment for the next Fiscal Year. If the Contractor does not agree to continue to provide services using the proposed payment, the Contractor shall notify GCBH no later than thirty (30) days after receipt of the amendment. If the Contractor so notifies GCBH, this Agreement shall terminate, without penalty to either party, effective thirty (30) days after GCBH receives Contractor's notice. The termination will be considered a termination for convenience under the provisions of section 27.c, but neither party shall have the right to assert a claim for costs.

(1) The Contractor shall work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to Consumers. The transition plan shall address all issues leading to the transition of Contractor functions to GCBH such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Contract that extend beyond the termination of services.

(2) If the Contractor terminates this Agreement or will not be entering into any subsequent Agreements, GCBH shall require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with GCBH. Funds shall be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least 90 days prior to the end of the contract if a decision is made not to enter into a subsequent agreement. Any funds not spent for the provision of services under this Contract shall be returned to GCBH with 60 days of the last day this Agreement is in effect.

h. Each capitation payment will be reduced by the amount paid by GCBH on behalf of the Contractor for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, GCBH will withhold the amount in question from the final payment until the dispute is resolved.

i. GCBH will withhold 50 percent of the final payment under this Contract until all final reports and data are received and accepted by GCBH, and until all pending corrective actions, penalties, or unpaid assessments are satisfied. If the dispute is still pending October 1, 2011, GCBH will withhold the amount in question from the final payment until the dispute is resolved.

j. Financial Reporting and Certification: Financial Reports are due within 30 days of the quarter end (September, December, March, and June of each year). The first report is due 30 days after the end of December 2009. GCBH reserves the right to require more frequent submission of the Revenue and Expenditure report. The following reports and certifications, in formats provided by GCBH, must be submitted on a quarterly basis:

(1) The PIHP Revenue, Expenditure, report in compliance with the BARS Supplemental for Mental Health Services promulgated by the Washington State Auditor's Office and the Revenue and Expenditure Report Instructions published by GCBH. Contractor must maintain fiscal records that clearly separate revenue received from GCBH (i.e Medicaid, State, MHBG, Jail, etc.)

(2) Any revenue collected by Subcontractors for services provided under this Agreement. This includes revenue collected from Medicare, insurance companies, co-payments,

and other sources. The Contractor must certify that a process is in place to demonstrate that all third party revenue resources for services provided under this Agreement are identified, pursued, and recorded by the Subcontractor, in accordance with Medicaid being the payer of last resort.

(3) In addition, the Contractor shall submit a single financial certification form, provided by GCBH, indicating that financial information reported on Revenue and Expenditure documents are true and correct to the best of their knowledge per instructions provided by GCBH.

(4) If the Contractor is unable to provide valid certifications or if GCBH finds discrepancies in the Revenue and Expenditure Report, GCBH may initiate remedial action. Remedial action may include recoupment from funds disbursed during the current or successive Agreement period. Recoupment shall occur within 90 days of the close of the State fiscal year or within 90 days of GCBH's receipt of the certification, whichever is later.

(5) GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data.

(6) The Contractor and all Subcontractors must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and management letter must be submitted to GCBH within thirty (30) days of the reports issuance. Failure for the Contractor or its Subcontractors to comply with this term may result in corrective action, the withholding of payment and/or termination in accordance with sections 26 and 27.

15. QUALITY REVIEW ACTIVITIES

a. GCBH, the Department of Social and Health Services, Office of the State Auditor, or any of their duly-authorized representatives, may conduct announced and unannounced:

(1) Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.

(2) Audits regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.

(3) Audits and inspections of financial records.

b. The Contractor shall notify GCBH when an entity other than GCBH performs any audit described above related to any activity contained in this Agreement.

c. The Contractor shall participate with GCBH and/or HRSA in review activities. Participation will include at a minimum:

(1) The submission of requested materials necessary for a GCBH and/or HRSA initiated review within 30 days of the request.

(2) The completion of site visit protocols provided by GCBH and/or HRSA.

(3) Assistance in scheduling interviews and agency visits required for the completion of the review.

16. SUBCONTRACTS

a. All Subcontracts must be in writing and specify all duties, responsibilities and reports delegated under this Agreement and require adherence with all Federal and State laws that are applicable

to the Subcontractor.

b. Delegation - A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor will monitor functions and responsibilities performed by, or delegated to, a Subcontractor on an ongoing basis.

c. Prior to any new delegation of any responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.

d. The Contractor shall maintain and make available to GCBH all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
   (1) An evaluation of the prospective Subcontractor's ability to perform delegated activities.
   (2) A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Sub-Contractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
   (3) The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.

e. Subcontract Submission and Required Provisions
   (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
   (2) When substantially similar Contracts are executed with multiple Subcontractors an example Contract may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each contract and the period of performance must also be submitted.
   (3) Amendments to Subcontracts must be submitted with a summary of the changes made to the original Subcontracts annually within 45 days following the end of each calendar year. In the event that the Contract performance period does not encompass a full report period the Contractor shall provide a report for the partial period.

f. Subcontracts must require Subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this Agreement.

g. Subcontracts must require adherence to any applicable terms in the Americans with Disabilities Act.

h. Subcontracts for the provision of mental health services must require compliance and implementation of the Mental Health Advance Directive statutes.

i. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.

j. Subcontracts for the provision of mental health services must require Subcontractors to provide Consumers access to translated information and interpreter services as described in the Information Requirements section of this Agreement.

k. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.

l. Subcontracts must require Subcontractors to participate in training when requested by HRSA and/or GCBH. Requests for HRSA and/or GCBH to allow an exception to participation in required training must be in writing and include a plan for how the required information shall be provided to targeted Subcontracted staff.

m. Annually, all community mental health employees who work directly with clients shall be provided with training on safety and violence prevention topics described in RCW 49.19.030.
   (1) The curriculum for the training shall be developed collaboratively, with DSHS, among the GCBH, contracted mental health providers, and employee organizations that represent community mental health workers.

n. Subcontracts must require compliance with State and federal non-discrimination policies, Health Insurance Portability and Accountability Act (HIPAA), and the HRSA-CIS Data Dictionary.

o. Subcontracts must define a clear process to be used to revoke delegation, impose corrective action, or take other remedial actions if the Subcontractor fails to comply with the terms of the subcontract.

p. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the Contractor,GCBH or HRSA as part of a Subcontractor review.

q. Subcontracts for the provision of mental health services must require best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Consumers currently open for services who have received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the CMHA.

r. Subcontracts must require that the subcontracted CMHAs comply with the Contractor's policy and procedures for utilization of Access to Care Standards (Exhibit A) and timeframes as described in the Services section of this Agreement.

s. Subcontracts for the provision of mental health services must require that the Subcontractor implement a Grievance process that complies with WAC 388-865 or any successors as described in the Grievance Section of this Agreement.

t. Subcontracts must require the pursuit and reporting of all Third Party Revenue related to services provided under this Agreement.

u. Subcontracts for the provision of mental health services must require the use of the HRSA provided Integrated Co-Occurring Disorder Screening and Assessment Tool and require staff that will be using the tool attend trainings on the use of the screening and assessment process that includes use of the tool and quadrant placement. In addition, the subcontract must contain terms requiring corrective action if the Integrated Co-Occurring Disorder Screening and Assessment Tool process is not implemented and maintained throughout the contract period of

performance.

v. Subcontracts for the provision of mental health services must require Subcontractors to resubmit data when rejected by GCBH due to errors. The Subcontract must require the data to be re-submitted within 30 days of when the error report was produced.

w. Subcontracts must contain the same requirements for crisis services as in this Agreement.

x. Subcontracts for the provision of mental health services must require, in accordance with 71.05.390(17), the sub-Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

y. Subcontracts must contain changes in capacity language: A significant change in the provider network is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Subcontractor site that is providing services under this Agreement. The Contractor must notify GCBH 30 days prior to terminating any of its Subcontracts with entities that provide direct services, including mental health clubhouses, or entering into new Subcontracts with entities that provide direct services, including mental health clubhouses. This notification must occur prior to any public announcement of this change.
   (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than 30 days or a site closure occurs in less than 30 days, the Contractor must notify GCBH as soon possible and prior to a public announcement.
   (2) The Contractor shall notify GCBH of any other Subcontractor changes in capacity that results in the Subcontractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, Medically Necessary services.
   (3) If any of the events described in section 16.(y) occur, the Contractor must submit a plan to HRSA that includes at least:
      - Notification to Ombuds services.
      - Crisis services plan.
      - Client notification plan.
      - Plan for provision of uninterrupted services.
      - Any information released to the media.

z. Subcontracts must contain credentialing language:
   (1) The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Mental Health Clubhouses may be directly contracted with the PIHP without being a licensed CMHA. Clubhouses must meet all credentialing requirements put in place by the State.
      i. The Contractor shall notify GCBH in the event of a change in status of any required license or certification.
   (2) The Contractor shall maintain documentation that all MHCPs are currently licensed in the State of Washington.
   (3) The Contractor shall require a criminal history background check though the

Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

17. CONSUMER RIGHTS AND PROTECTIONS

a. The Contractor shall comply with any applicable Federal and State laws that pertain to individual rights and require that its staff takes those rights into account when furnishing services to Consumers.

b. The Contractor shall require that Mental Health Professionals and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an individual with respect to:
   (1) The individual's mental health status.
   (2) Receiving all information regarding mental health treatment options including any alternative or self administered treatment, in a culturally-competent manner.
   (3) Any information the Consumer needs in order to decide among all relevant mental health treatment options.
   (4) The risks, benefits, and consequences of mental health treatment (including the option of no mental health treatment).
   (5) The Consumer's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions.
   (6) The Consumer's right to be treated with respect and with due consideration for his or her dignity and privacy.
   (7) The Consumer's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
   (8) The Consumer's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR Part 164.
   (9) The Consumer's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the RSN, CMHA or MHCP treats the individual.

c. The Contractor shall provide or purchase age, linguistic and culturally competent community mental health services for Consumers for whom services are Medically Necessary and clinically appropriate.

d. Individual service plans must be developed in compliance with WAC 388-865-0425.
   (1) The Contractor shall require that Consumers are included in the development of their individualized service plans, advance directives for psychiatric care and crisis plans.
   (2) This shall include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
   (3) At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the consumer sees progress.

e. Advance Directives
   (1) The Contractor shall maintain a written Advance Directive policy and procedure that respects individuals' Advance Directives for psychiatric care. Policy and procedures

must comply with RCW 71.32. If State law changes, HRSA will send notice to the Contractor who must then ensure the provision of notice to individuals within 90 days of the change.

(2) The Contractor shall inform individuals that complaints concerning noncompliance with the Advance Directive for psychiatric care requirements may be filed with HRSA by contacting the Quality Improvement and Assurance section at 1-888-713-6010.

18. UTILIZATION MANAGEMENT

a. The Contractor must have policies and procedures that establish a standardized methodology for determining when resources are available for the provision of Routine mental health services in accordance with GCBH approved Level of Care Guidelines that include the Access to Care Standards (Exhibit A) in the eligibility criteria for initial authorizations of Routine Services. GCBH Level of Care Guidelines are available on the GCBH website: www.gcbh.org

(1) GCBH approved Level of Care Guidelines shall also include: criteria for use in determining authorization for the continuation of services following the exhaustion of previously authorized services and criteria for use in determining when an individual shall be discharged from outpatient community mental health services.

(2) GCBH approved Level of Care Guidelines shall also include criteria for authorization of inpatient care at a community hospital and extensions to community hospital episodes of care.

b. The Access to Care Standards (Exhibit A) may not be used as continuing stay and discharge criteria.

c. The Contractor must ensure the requirements of WAC 388-865-0425 are being met regarding Individual Service Plans (ISP). ISPs shall include, but is not limited to:

(1) The Consumer (and those the Consumer identifies as Family when appropriate) is a participant in the development of the treatment plan.

(2) Input from other health, education, social service, and justice agencies as appropriate and consistent with privacy requirements.

d. The Contractor shall ensure services are provided in accordance with the GCBH approved Level of Care Guidelines and the Contractor's policies and procedures for determining Available Resources and are not arbitrarily denied or reduced (e.g. the amount, duration, or scope of a service) based solely upon the diagnosis, type of mental illness, or the individual's mental health condition.

e. The Contractor must provide a written Notice of Determination if a denial, reduction, termination or suspension occurs based on the GCBH approved Level of Care Guidelines or the Contractor's policies and procedures used to determine when services are to be provided within Available Resources.

19. MEDICAID PERSONAL CARE (MPC): The Contractor must comply with the MPC Agreement, as amended, revised and/or replaced, between GCBH and Home and Community Services and Aging and Long Term Care agencies. The MPC Agreement is available on the GCBH website: www.gcbh.org

20. MANAGEMENT INFORMATION SYSTEM

a. Data Submission and Error Correction:

(1) The Contractor shall provide GCBH with all data described in the GCBH "Data Dictionary" and HRSA's "Service Encounter Reporting Instructions" and encounters shall be submitted as described in GCBH Trading Partner Agreement(s) or, any successor, incorporated herein by reference.

(2) The Contractor shall report encounters electronically to GCBH management information system within 15 days of the close of each calendar month in which the encounters occurred.

(3) The Contractor shall submit all other required data about Enrollees to HRSA CIS within 15 days of collection or receipt from Subcontracted providers.

(4) Upon receipt of data submitted, GCBH shall generate error reports. The Contractor shall have in place documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within 30 calendar days of when the error report was produced.

(5) The Contractor shall attend meetings and respond to inquiries to assist in GCBH decisions about changes to data collection and information systems to meet the terms of this Contract. This may include requests to add, delete or change data elements that may include projected cost analysis.

(6) The Contractor shall implement changes documented in GCBH "Data Dictionary" and Trading Partner Agreement(s) and in HRSA "Service Encounter Reporting Instructions" within 120 days from the date published. When changes on one document require changes to the other, GCBH shall publish all affected documents concurrently.

(7) The Contractor shall implement changes to the content of national standard code sets (such as CPT, HCPC, Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within 150 days.

(8) When HRSA makes changes referenced in section 20.a.(6), the Contractor shall send at least one test batch of data containing the required changes. The test batch must be received no later than 15 days prior to the implementation date.

- The test batch must include at least 100 transactions that include information effected by the change.
- The processed test batch must result in at least 80% successfully posted transactions or an additional test batch is required.

(9) The Contractor shall respond to requests from GCBH for information not covered by the data dictionary in a timeframe determined by GCBH that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.

(10) No RSN encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service, except by special exception.

b. Business Continuity and Disaster Recovery

(1) The Contractor shall demonstrate a primary and backup system for electronic submission of data requested by GCBH. This must include secure electronic transmission. In the event a secure method of transmission is unavailable and immediate data transmission is necessary, an alternate method of submission will be

considered based on GCBH approval.

(2) The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstitution of the consumer information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually) and a copy must be stored off site.

(3) The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by January 1 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for GCBH or the HRSA-contracted EQRO to review and audit. The plan must address the following:

i. A mission or scope statement;
ii. An appointed Information Services Disaster Recovery Staff.
iii. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
iv. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list.
v. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.
vi. Off site storage of system and data backups; Ability to recover data and systems from backup files.
vii. Designated recovery options which may include use of a hot or cold site.
viii. Evidence that disaster recovery tests or drills have been performed.

c. Information System Security and Protection of Confidential Information:

(1) The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and CFR Parts 160, 162 and 164.

(2) The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements (Exhibit B).

(3) The Contractor shall take appropriate action if the Contractor or any of its Subcontractors employees wrongly releases confidential information.

d. Subcontractor Data Quality Verification:

(1) The Contractor shall maintain and either provide to Subcontractors, or require Subcontractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement.

21. GRIEVANCE SYSTEM

a. Procedures. The Contractor shall have a Grievance system that has the following procedures:

(1) The individual or representative may file a Grievance either orally or in writing.

(2) If an initial request for a Grievance is made orally, a written, signed request for a

Grievance must be submitted within seven (7) days.

b. Handling of Grievances:
   (1) In handling Grievances, the Contractor must meet the following requirements:
      i. Give individuals any reasonable assistance in completing forms and taking other procedural steps. This includes, but is not limited to, provision of Ombuds services, interpreter services and toll-free numbers with adequate TTY/TTD capability.
      ii. Acknowledge receipt of each Grievance received either orally or in writing within one working day. If acknowledgement is made orally, it must be followed-up in writing within five (5) working days.
      iii. Ensure that the individuals who make decisions on Grievances are individuals who were not involved in any previous level of review or decision-making.
      iv. Ensure that no retaliation is taken against individuals who file a Grievance.

c. Resolution and Notification: The Contractor must resolve each Grievance and provide written notice as expeditiously as the Enrollee's mental health condition requires and not more than 20 days from the receipt of the statement of Grievance by the Contractor.
   (1) If a resolution cannot be reached, to the Enrollee's satisfaction within the 20 day timeframe, the Contractor must forward the Grievance to GCBH immediately.
   (2) GCBH shall provide written notice of resolution within 30 days from statement of Grievance.
   (3) The Contractor may extend the timeframe by up to 14 calendar days if:
      i. The Enrollee request the extension; or
      ii. The Contractor shows (to the satisfaction of the state agency upon its request) that there is a need for additional information and how the delay is in the Enrollee's interest.Individuals who file a Grievance shall be notified:
         (A) Of their right to request a Fair Hearing, and how to do so.
         (B) Of their right to request to receive Medically Necessary services while the hearing is pending.
         (C) How to make the request.
         (D) That an individual may be asked to pay for the cost of those services if the hearing decision upholds the original decision.

d. Continuation of Services:
   (1) During the grievance process, the Contractor must continue the individual's Medically Necessary services that are provided within Available Resources if all of the following conditions are met:
      i. The Grievance involves the termination, suspension, or reduction of a previously authorized course of treatment.
      ii. The services were provided by an authorized Community Mental Health Agency.
      iii. The original period covered by the original authorization has not expired.
      iv. The individual requests a continuation of services.

e. Information Subcontractors - The Contractor must provide information about the Grievance system to all Community Mental Health Agencies and Subcontractors at the time they enter into a contract. A condition of the sub-contract will be that all CMHAs and other Subcontractors will

abide by all Grievance and administrative hearing decisions.

f. Fair Hearings:
   (1) Consumers may request a Fair Hearing conducted by independent state agency in accordance with Chapter 388-02 WAC and provisions of mental health services per Chapter 388-865 WAC.
   (2) The parties to a Fair Hearing include the Contractor as well as the Consumer and his or her representative or the legal representative of a deceased Consumer's estate.
   (3) A Fair Hearing may be requested from the State of Washing Office of Administrative Hearings when:
      i. A Consumer believes there has been a violation of DSHS rule.
      ii. The Contractor or its agent does not provide a written response to a grievance or appeal within the required timeframes.
      iii. A Consumer receives an adverse ruling by the Contractor or its agent to a grievance.
   (4) If the Consumer elects to request a Fair hearing, the request must be filed within 20 days from the date of notice of adverse ruling.
   (5) GCBH will notify the Contractor of hearing determinations. The Contractor will be bound by the hearing determination, whether or not the hearing determination upholds the Contractor's decision.

g. Record-keeping and Reporting Requirements
   (1) The Contractor must maintain records of Grievances and Fair Hearings.
   (2) The Contractor must maintain records of Grievances separate from medical records. The Contractor must notify the GCBH Grievance and Appeals Coordinators at the time a grievance is filed. Notification must include the consumers name and contact information.
   (3) The Contractor must submit a report in a format provided by GCBH that includes:
      i. The number and nature of Grievances and Fair Hearings.
      ii. The timeframes within which they were disposed of or resolved.
      iii. The nature of the decisions.
      iii. A summary and analysis of the implications of the data, including what measures shall be taken to address undesirable patterns.
      iv. Reports are due to GCBH within 30 days of the end of each reporting period. Reporting periods are every six (6) months. First period ends on March 31, 2010 and will be every six (6) months forward to the end of the contracted period.

22. SERVICES

a. Co-Occurring Disorder Screening and Assessment: The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process will result in remedial actions up to and including financial penalties as described in the Remedial Actions section of this Agreement.
   (1) Contractor must attempt to screen all individuals aged 13 and above through the use of the HRSA provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
      - All new intakes.

- The provision of each crisis episode of care including ITA investigations services, except when:
  - The service results in a referral for an intake assessment.
  - The service results in an involuntary detention under RCW 71.05, 71.34 or RCW 70.96B.
  - The contact is by telephone only.
  - The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous 12 months.

(2) The GAIN-SS screening must be completed as self report by the individual and signed by that individual on the HRSA-GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on the HRSA-GAIN-SS form.

(3) The results of the GAIN-SS screening, including refusals and any where the Consumer was unable to complete, must be reported to GCBH through the CIS system.

(4) The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by HRSA and outlined in SAMHSA Treatment Protocol 42, to determine a quadrant placement for the individual when the individual scores a 2 or higher on either of the first two scales (ID Screen & ED Screen) and a 2 or higher on the third (SD Screen).

(5) The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation and treatment facilities. The assessment is not required during crisis interventions or ITA investigations.

The quadrant placements are defined as:

- Less severe mental health disorder/less severe substance disorder.
- More severe mental health disorder/less severe substance disorder.
- Less severe mental health disorder/more severe substance disorder.
- More severe mental health disorder/more severe substance disorder.

The quadrant placement must be reported to GCBH through the CIS system.

b. First Priority Services. The Contractor shall provide the following services as described in Crisis Mental Health, Inpatient, Ancillary Costs and Residential Programs Sections and prioritize such services above any other services unless otherwise specified in this Agreement.

(1) Crisis Mental Health Services: The Contractor must provide 24-hour, 7 day a week crisis mental health services to individuals who are within the Contractor's Service Area and report they are experiencing a mental health crisis. There must be sufficient staff available, including Designated Mental Health Professionals, to respond to requests for crisis services. Crisis services must be provided regardless of the individual's ability to pay. Crisis mental health services must include each of the following:

i. Crisis Services: Evaluation and treatment of mental health crisis to all individuals experiencing a crisis. A mental health crisis is defined as a turning point in the course of anything decisive or critical, a time, a stage, or an event or a time of great danger or trouble, the outcome of which decides whether possible bad

consequences will follow. Crisis services must be available on a 24-hour basis. Crisis Services are intended to stabilize the person in crisis, prevent further deterioration and provide immediate treatment and intervention in a location best suited to meet the needs of the individual and in the least restrictive environment available. Crisis services may be provided prior to completion of an intake evaluation. Services must be provided by or under the supervision of a Mental Health Professional.

ii. Stabilization Services: Services provided to individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training and with the understanding of medication effects and side effects. This service includes: a) follow up to crisis services; and b) other individuals determined by a Mental Health Professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services. This service may include cost for room and board.

iii. Involuntary Treatment Act Services: Includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with RCW 71.05 RCW 71.24. 300 and RCW 71.34. This includes all clinical services, costs related to court processes and transportation. Crisis Services become Involuntary Treatment Act Services when a Designated Mental Health Professional (DMHP) determines an individual must be evaluated for involuntary treatment. The decision making authority of the DMHP must be independent of the RSN administration. ITA services continue until the end of the involuntary commitment.

iv. Freestanding Evaluation and Treatment Services provided in freestanding inpatient residential (non-hospital) facilities licensed by the Department of Health and certified by HRSA to provide Medically Necessary evaluation and treatment to the individual who would otherwise meet hospital admission criteria. These are not-for-profit organizations. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals, and discharge planning involving the individual, family, significant others so as to ensure continuity of mental health care. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented.

(2) Crisis mental health services may be provided without an intake evaluation or screening process. The Contractor must provide:

i. Emergent Care within two (2)-hours of the request received from any source for crisis mental health services.

ii. Urgent care within 24-hours of the request received from any source for crisis

mental health services.

(3) The Contractor must provide access to all components of the Involuntary Treatment Act to persons who have mental disorders in accordance with state law (RCW 71.05 and RCW 71.34) and without regard to ability to pay.

(4) The Contractor must incorporate the statewide protocols for Designated Mental Health Professionals (DMHP) or its successor into the practice of Designated Mental Health Professionals. The protocols can be accessed on the HRSA intranet and copies will be provided upon request.

(5) The Contractor must have policies and procedures for crisis and ITA services that implement the following requirements:

i. No DMHP or crisis intervention worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's involuntary treatment act, unless a second trained individual accompanies them.

ii. The clinical team supervisor, on-call supervisor, or the individual professional acting alone based on a risk assessment for potential violence, shall determine the need for a second individual to accompany them.

iii. The second individual may be a law enforcement officer, a Mental Health Professional, a mental health paraprofessional who has received training required in RCW 49.19.030, or other first responder, such as fire or ambulance personnel.

iv. No retaliation may be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.

iv. The Contractor must have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis outreach staff who respond to private homes or other private locations.

v. Every Mental Health Professional dispatched on a crisis visit, shall have prompt access to information about any history of dangerousness or potential dangerousness on the client they are being sent to evaluate that is documented in crisis plans or commitment records and is available without unduly delaying a crisis response.

vi. Every Mental Health Professional who engages in home visits to Consumers or potential Consumers for the provision of crisis services shall be provided by the Contractor or Subcontractor with a wireless telephone or comparable device for the purpose of emergency communication.

(6) Psychiatric Hospital Certification Process:

i. Ensure Consumers are medically cleared, if possible, prior to admission to a State Psychiatric Hospital.

ii. Respond to State Hospital census alerts by using best efforts to divert admissions and expedite discharges by utilizing alternative community resources and mental health services.

iii. The Contractor or its designee shall monitor individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320.

iv. The Contractor or its designee shall offer covered mental health services to assist with compliance with LRA requirements for individuals who meet Medical Necessity and the Access to Care Standards (Exhibit A).

v. The Contractor or its designee shall respond to requests for participation, implementation, and monitoring of individuals receiving services on Conditional Releases (CR) consistent with RCW 71.05.340. The Contractor or designee shall provide covered mental health services for individuals that meet Medical Necessity and the Access to Care Standards (Exhibit A).

vi. The Contractor or designee shall ensure provision of covered mental health services to individuals on a Conditional Release under RCW 10.77.150 for individuals that meet Medical Necessity and the Access to Care Standards within Available Resources.

vii. For conditional releases under RCW 10.77, if the individual is placed on a transitional status in the RSN which holds the State psychiatric hospital, it is expected that the individual will transfer back to the RSN for the individual's county of residence once transitional care is complete. The Inter-RSN Transfer process described in the State Hospital Working Agreement will be used when an individual is on Conditional Release or discharged to an area other than the RSN responsible for the individual's county of residence.

(7) Children's Long-Term Inpatient Programs (CLIP) - The Contractor shall comply with GCBH Children's Long-Term Inpatient Program (CLIP) policies/procedures, as amended, replaced and/or revised. GCBH policies are available on the GCBH website: www.gcbh.org

(8) Inpatient Coordination of Care:

i. The Contractor must provide Rehabilitation Case Management which includes a range of activities by the outpatient community mental health agency's liaison conducted in or with a facility for the direct benefit of an individual in the mental health system.

ii. Rehabilitation Case Management activities include assessment for discharge or admission to community mental health care, integrated mental health treatment planning, resource identification and linkage to mental health rehabilitative services, and collaborative development of individualized services that promote continuity of mental health care. Services are provided by or under the supervision of a Mental Health Professional

iii. The Contractor shall ensure that contact with the inpatient staff occurs within three (3) working days of an authorized voluntary or involuntary admission. The Contractor's liaison or CMHA must participate throughout the admission in treatment and discharge planning with the hospital staff.

iv. The Contractor or its designee shall provide to the inpatient unit any available information regarding the individual's treatment history at the time of admission. The Contractor or its designee must provide all available information related to payment resources and coverage.

v. The Contractor or designated CMHA must participate in treatment and discharge planning with the inpatient treatment team.

vi. The Contractor or designated CMHA must participate throughout the inpatient admission to assist with appropriate and timely discharge for all individuals regardless of diagnosis. This includes providing assistance with developing treatment plans and appropriate community alternatives. vii.The Contractor must

coordinate outpatient and residential services that are to be provided based on Medical Necessity and Available Resources. The CMHA must offer, at minimum, one follow–up service within seven (7) days from discharge to an individual who has been authorized for an inpatient admission or involuntarily committed.

(9) Ancillary Costs: With the funds provided under this Agreement the Contractor is also expected to prioritize payments for expenditures associated with providing Medically Necessary crisis services for Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver. Costs include, but are not limited to, room and board in hospital diversion settings or in freestanding Evaluation and Treatment facilities and Administrative Costs related to the Involuntary Treatment Act.

(10) Residential Programs: A full range of residential settings and programs shall be available and provided based on the individual's needs, Medical Necessity and within Available Resources per the Contractor's policies and procedures. The Contractor must maintain a detailed plan to meet individual needs for residential programs. This plan may include memorandums of understanding or contracts to purchase or provide a residential program outside of the Contractor's Service Area when an individual requires a level of residential support which is not available within the Contractor's Service Area. The full range of residential programs and settings include the following:

i. Long-term intensive adaptive and rehabilitative psychiatric care such as is provided in Adult Residential Rehabilitation Centers.

ii. Supervised living such as residential programs developed to serve individuals diagnosed with a major mental illness in nursing homes, boarding homes or adult family homes.

iii. Supported housing services such as intensive services provided to maintain individuals in unlicensed individual or group home settings including transitional or permanent housing.

c. Second Priority Services, Outpatient Mental Health Services: When the Contractor has Available Resources, the Contractor shall provide intake evaluations and other services including but not limited to those described in this section that are Medically Necessary to members of priority populations (RCW 71.24). The Contractor must have policies and procedures that determine how the availability of resources for these services is determined in accordance with GCBH approved Level of Care Guidelines.

(1) Access to Outpatient Mental Health Services: Once it is determined resources are available for Outpatient services, access must be based on the following:

i. A routine intake evaluation appointment must be available and offered within 10 business days of the request unless both of the following conditions are met:

(A) An intake evaluation has been provided in the previous 12 months that establishes medical necessity and

(B) The Contractor agrees to use the previous intake evaluation as the basis for authorization decisions.

ii. A request may be made through a telephone call, walk-in, or written request including requests on behalf of an individual by those defined as family.

iii. The Contractor must maintain documentation of all requests for service even if no service actually occurs. If no service occurs the Contractor must document the reason. This documentation must be provided to HRSA upon request.

iv. The intake evaluation must include the Co-Occurring Disorder Screening that is required by RCW 70.96C.

v. Authorization of initial services following an intake shall be based on Medical Necessity, GCBH approved Level of Care Guidelines and the Contractor's policies and procedures for the provision of services with Available Resources.

vi. A decision to authorize routine mental health services must occur within 14 calendar days from the date the intake evaluation is initiated, unless the Consumer or the CMHA request an extension from the Contractor.

vii. An extension of up to 14 additional calendar days to make the authorization decision is possible upon request by the individual or the CMHA. The Contractor must have a written policy and procedure to ensure consistent application of extension requests within the Service Area. The Contractor must monitor the use and pattern of extensions and apply corrective action where necessary.

viii. The Contractor or its formal designee shall provide a written Notice of Determination to the Consumer or their legal guardian within 14 days of the authorization decision.

ix. The time period from request for services to first Routine Services appointment offered must not exceed 28 calendar days unless the Contractor documents a reason for the delay.

x. The Contractor shall make a determination of eligibility for continuation of Routine Services based on GCBH approved Level of Care Guidelines and policies and the Contractor's procedures for determining Available Resources.

xi. The decision by the Contractor or formal designee to authorize additional Routine mental health services following an initial authorization must occur within 14 days of the date the request is received from the contracted network CMHA.

xii. If the Contractor or its formal designee: a) denies a service authorization request; or b) authorizes a service in an amount, duration, or scope that is less than requested, the Contractor shall notify the requesting CMHA and provide the Consumer with a Notice of Determination within 14 working days of the decision.

(2) Outpatient Mental Health Services: The following Outpatient Service Modalities may be provided based on the individual's needs and Medical Necessity, within Available Resources per the Contractor's policies and procedures.

i. Brief Intervention Treatment: Solution-focused and outcome-oriented cognitive and behavioral interventions intended to ameliorate symptoms, resolve situational disturbances which are not amenable to resolution in a crisis service model of care and which do not require long term-treatment to return the individual to previous higher levels of general functioning. Individuals must be able to select and identify a focus for care that is consistent with time-limited, solution-focused or cognitive-behavioral models of treatment. Functional problems and/or needs identified in the Individual Service Plan must include a specific time frame for completion of each identified goal. This service does not include ongoing care, maintenance/monitoring of an individual's current level of functioning or assistance with self/care or life skills training. An individual may move from Brief Intervention Treatment to longer term Individual Services at any time during the course of care. This service is provided by, or under the supervision of, a Mental Health Professional.

ii. Day Support: An intensive rehabilitative program which provides a range of integrated and varied life skills training (e.g., health, hygiene, nutritional issues, money management, maintaining living arrangement, symptom management) to promote improved functioning or restoration to a previous higher level of functioning. The program is designed to assist the individual in the acquisition of skills, retention of current functioning or improvement in the current level of functioning, appropriate socialization and adaptive coping skills. Eligible individuals must demonstrate restricted functioning as evidenced by an inability to provide for their activities of daily living. This modality may be provided as an adjunctive treatment or as a primary intervention. The staff to Consumer ratio is no more than 1:20 and is provided by, or under the supervision of, a Mental Health Professional in a location easily accessible to the client (e.g., community mental health agencies, schools, clubhouses, community centers). This service is available up to five (5) hours per day, five (5) days per week.

iii. Family Treatment: Counseling provided for the direct benefit of an individual. Service is provided with family members and/or other relevant persons in attendance as active participants. Treatment shall be appropriate to the culture of the client and his/her family and should reinforce the family structure, improve communication and awareness, enforce and reintegrate the Family structure within the community, and reduce the family crisis/upheaval. The treatment is intended to benefit the client to obtain reintegration and Recovery into the community. family treatment may take place without the Consumer present in the room, but service must be for the benefit of attaining the goals identified for the individual in their Individual Service Plan. This service is provided by, or under the supervision of, a Mental Health Professional.

iv. Group Treatment Services: Services provided to individuals designed to assist in the attainment of goals described in the Individual Service Plan. Goals of Group Treatment may include developing self-care and/or life skills, enhancing interpersonal skills, mitigating the symptoms of mental illness, lessening the results of traumatic experiences, learning from the perspective and experiences of others and counseling/psychotherapy to establish and/or maintain stability in living, work or educational environments. Individuals eligible for Group Treatment must demonstrate an ability to benefit from experiences shared by others, demonstrate the ability to participate in a group dynamic process in a manner that is respectful of others' right to confidential treatment and must be able to integrate feedback from other group members. This service is provided by, or under the supervision of, a Mental Health Professional to two or more individuals at the same time. Staff to Consumer ratio is no more than 1:12. Maximum group size is 24.

v. High Intensity Treatment: Intensive service that is provided to individuals who require a multi-disciplinary treatment team in the community that is available during extended hours. Twenty-four (24) hours per day, seven (7) days per week, access is required if necessary for the individual. The team consists of the individual, Mental Health Care Providers, under the supervision of a Mental Health Professional, and other relevant persons as determined by the individual (e.g., family, guardian, friends, neighbor). Other community agency members may

include probation/parole officers*, teacher, minister, physician, chemical dependency counselor*, etc. Team members work together to provide intensive coordinated and integrated treatment as described in the individual service plan. The team's intensity varies among individuals and for each individual across time. The team also has the ability to promptly assess, re-assess, and modify the individual service plan if the need arises. The team closely monitors symptoms and provides immediate feedback to the individual and to other team members. The team service intensity is individualized based upon continual assessment of need and adjustment to the individual service plan. Goals for High Intensity Treatment include the reinforcement of safety, the promotion of stability and independence of the individual in the community, and the restoration to a higher level of functioning. These services are designed to rehabilitate individuals who are experiencing severe symptoms in the community and thereby avoid more restrictive levels of care such as psychiatric inpatient hospitalization or residential placement. Services provided by the Mental Health Professionals, mental health care providers and peer counselors are reportable components of this modality. The staff to Consumer ratio for this service is no more than 1:15. *Although they participate, these team members are paid staff of other Departments.

vi. Individual Treatment Services: A set of treatment services designed to help an individual attain goals as prescribed in their Individual Service Plan. These services shall be congruent with the age, strengths, and cultural framework of the individual and shall be conducted with the individual, his or her family, or others at the individual's behest who play a direct role in assisting the individual to establish and/or maintain stability in his/her daily life. These services may include developing the individual's self-care/life skills, monitoring the individual's functioning, counseling and psychotherapy. Services shall be offered at the location preferred by the individual. This service is provided by, or under the supervision of, a Mental Health Professional.

vii. Medication Management: The prescribing and/or administering and reviewing of medications and their side effects. This service shall be rendered face-to-face by a person licensed to perform such services. This service may be provided in consultation with collateral, primary therapists, and/or case managers, but includes only minimal psychotherapy.

viii. Medication Monitoring: Face-to-face one-on-one cueing, observing, and encouraging an individual to take medications as prescribed. Also includes reporting back to persons licensed to perform medication management services for the direct benefit of the individual. This activity may take place at any location and for as long as it is clinically necessary. This service is designed to facilitate medication compliance and positive outcomes. Individuals with low medication compliance history or newly on medication are most likely to receive this service. This service is provided by, or under the supervision of, a Mental Health Professional.

ix. Mental Health Clubhouse: A service specifically contracted by the RSN to provide a Consumer-directed program to individuals where they receive multiple services. These services may be in the form of support groups, related meetings, Consumer training, peer support, etc. Consumers may drop in on a daily basis

and participate, as they are able. Mental Health Clubhouses are not an alternative for day support services. Clubhouses must be certified by the Mental Health Division beginning in 2008. The Mental House Clubhouse must operate at least ten (10) hours a week outside normal business hours Monday through Friday, or anytime on Saturday or Sunday based on the needs of clubhouse members. An exception to the distance standards is granted for clubhouse services. Services include the following:

- Opportunities to work within the clubhouse. Such work contributes to the operation and enhancement of the clubhouse community.
- Opportunities to participate in administration, public relations, advocacy and evaluation of clubhouse effectiveness.
- Assistance with employment opportunities, housing, transportation, education and benefits planning.
- Operate at least ten (10) hours a week after 5:30pm Monday through Friday, or anytime on Saturday or Sunday, and
- Opportunities for socialization activities.

x. Mental Health Services provided in Residential Settings: A specialized form of rehabilitation service (non-hospital) that offers a sub-acute psychiatric management environment for individuals who do not meet hospital admission criteria. Individuals receiving this service present with severe impairment in psychosocial functioning, or have apparent mental illness symptoms with an unclear etiology due to their mental illness, and treatment cannot be safely provided in a less restrictive environment. Individuals in this service require a different level of service than High Intensity Treatment. The Mental Health Care Provider is sited at the residential location (e.g., boarding homes, supported housing, cluster housing, SRO apartments) for extended hours to provide direct mental health care to individual. Therapeutic interventions, both in individual and group format, may include medication management and monitoring, stabilization, and cognitive and behavioral interventions designed with the intent to stabilize the individual and return him/her to more independent and less restrictive treatment. The treatment is not for the purpose of providing custodial care or respite for the family, nor is it for the sole purpose of increasing social activity or used as a substitute for other community-based resources. This service differs from other services in the terms of location and duration.

xi. Peer Support: Services provided by certified peer counselors to individuals under the consultation, facilitation or supervision of a Mental Health Professional who understands rehabilitation and Recovery. This service provides scheduled activities that promote socialization, Recovery, self-advocacy, development of natural supports, and maintenance of community living skills. These services may include self-help support groups, telephone support lines, drop-in centers, and engaging activities in locations where Consumers are known to gather. Drop-in centers are required to maintain a log documenting identification of the Consumers. This includes locations such as churches, parks, community centers, etc. Services are geared toward Consumers with severe and persistent mental illness. Consumers actively participate in decision-making and the operation of the programmatic supports. Services provided by peer counselors to the Consumer

are noted in the Consumer's Individualized Service Plan which delineates specific goals that are flexible, tailored to the Consumer and attempt to utilize community and natural supports. Monthly progress notes document Consumer progress relative to goals identified in the Individualized Service Plan, but treatment goals have not yet been achieved. Peer counselors are responsible for the implementation of peer support services. Peer counselors may serve on High Intensity Treatment Teams. Peer support is available to an individual for no more than four hours per day. The ratio for this service is no more than 1:20.

xii. Psychological Assessment: All psychometric services provided for evaluating, diagnostic, or therapeutic purposes by, or under the supervision of, a licensed psychologist. Psychological assessments shall: be culturally relevant, provide information relevant to a Consumer's continuation in appropriate treatment, and assist in treatment planning within a licensed mental health agency.

xiii. Respite Care: A service to sustain the primary caregivers of children with serious or emotional disorders or adults with mental illness. This is accomplished by providing observation, direct support and monitoring to meet the physical, emotional, social and mental health needs of an individual Consumer by someone other than the primary caregivers. Respite care should be provided in a manner that provides necessary relief to caregivers. Respite may be provided on a planned or an emergent basis and may be provided in a variety of settings such as in the Consumer or caregiver's home, in an organization's facilities, in the respite worker's home, etc. The care should be flexible to ensure that the individual's daily routine is maintained. Respite is provided by, or under the supervision of, a Mental Health Professional.

xiv. Special Population Evaluation: Evaluation by a child, geriatric, disability, or ethnic minority specialist who considers age and cultural variables specific to the individual being evaluated and other culturally and age competent evaluation methods. This evaluation shall provide information relevant to a Consumer's continuation in appropriate treatment and assist in treatment planning. This evaluation occurs after intake. Consultation from a non-staff specialist (employed by another CMHA or contracted by the CMHA) may also be obtained, if needed, subsequent to this evaluation and shall be considered an integral component of this service.

xv. Supported Employment - Services will include:

- An assessment of work history, skills, training, education, and personal career goals.
- Information about how employment will affect income and benefits the Consumer is receiving because of his/her disability.
- Preparation skills such as resume development and interview skills.
- Involvement with Consumers served in creating and revising individualized job and career development plans that include:
    - Consumer strengths.
    - Consumer abilities.
    - Consumer preferences.
    - Consumer's desired outcomes.

- Assistance in locating employment opportunities that is consistent with the Consumer's strengths, abilities, preferences, and desired outcomes.
- Integrated supported employment, including outreach/job coaching and support in a normalized or integrated work site, if required.
- Services are provided by, or under the supervision of, a Mental Health Professional.

xvi. Therapeutic Psychoeducation: Informational and experiential services designed to aid individuals, their family members (e.g., spouse, parents, siblings) and other individuals identified by the individual as a primary natural support, in the management of psychiatric conditions and understanding the importance of their individual plans of care. These services are exclusively for the benefit of the individual and are included in the Individual Service Plan.

The primary goal is to restore lost functioning and promote reintegration and Recovery through knowledge of one's disease, the symptoms, precautions related to decompensation, understanding of the "triggers" of crisis, crisis planning, community resources, successful interrelations, medication action and interaction, etc. Training and shared information may include brain chemistry and functioning, latest research on mental illness causes and treatments, diagnostics, medication education and management, symptom management, behavior management, stress management, crisis management, improving daily living skills, independent living skills, problem-solving skills, etc. Services are provided at locations convenient to the Consumer by, or under the supervision of, a Mental Health Professional.

(3) In addition to these services the Contractor may use the funds provided under this Agreement to do any of the following:

i. Provide or purchase any other clinically appropriate outpatient or residential services to a non-Medicaid individual.
ii. Provide or purchase clinically appropriate outpatient or residential services to Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver.
iii. Provide assistance with transportation.
iv. Provide assistance with application for entitlement programs.
v. Provide assistance with meeting the requirements of the Medically Needy spend down program.

23. COMMUNITY COORDINATION

a. The Contractor must participate in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by GCBH and/or HRSA. The Contractor shall:

(1) Attend HRSA-sponsored training regarding the role of the public mental health system in disaster preparedness and response.
(2) Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration.
(3) Provide disaster outreach in Contractor's Service Area in the event of a

disaster/emergency; "Disaster Outreach" means contacting persons in their place of residence or in non-traditional settings for the purpose of assessing their mental health and social functioning following a disaster or increasing the utilization of human services and resources.

(4) There are two (2) basic approaches to outreach: mobile (going to person to person) and community settings (e.g. temporary shelters, disaster assistance sites, disaster information forums). The Outreach Process must include the following:
   i. Locating persons in need of disaster relief services.
   ii. Assessing their needs.
   iii. Engaging or linking persons to an appropriate level of support or disaster relief services.
   iv. Providing follow-up mental health services when clinically indicated.

(5) Disaster outreach can be performed by trained volunteers, peers and/or persons hired under a federal Crisis Counseling Grant. These persons should be trained in disaster crisis outreach which is different than traditional mental health crisis intervention.

(6) Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs.

(7) Provide the name and contact information to GCBH for person(s) coordinating the RSN disaster/emergency preparedness and response upon request.

(8) Provide information and preliminary disaster response plans to GCBH within seven (7) days following a disaster/emergency or upon request.

(9) Partner in disaster preparedness and response activities with HRSA and other DSHS entities, the State Emergency Management Division, FEMA, the American Red Cross and other volunteer organizations. This must include:
   i. Participation when requested in local and regional disaster planning and preparedness activities.
   ii. Coordination of disaster outreach activities following an event.

b. Allen and Marr Class Members. For Allen and Marr Class members who are in the contracted Service Area the Contractor shall, upon GCBH request:

(1) Participate in quarterly community comprehensive reviews. Each review must be conducted using the Allen/Marr Internal Oversight Review Tool. This tool is incorporated by reference and is available on the HRSA Intranet.

(2) Work directly with Regional Division of Developmental Disabilities (DDD) representatives in coordinating and conducting these reviews. The Contractor representative and the Regional DDD Quality Assurance Manager will be "lead staff" for Regional Review Teams (RRTs). In addition to coordinating for, and participating in these reviews the "lead staff" will be responsible for preparing and submitting final reports from the reviews to the HRSA Program Administrator.

(3) Develop a corrective action plan to address deficiencies based on the results of a review. Require Subcontractors to respond to any identified deficiency and to develop and implement the corrective action plan. The corrective action timelines are specific to this section of this Agreement are:
   i. No more than 20 days following the date of the review, GCBH will provide the Contractor a copy of the review and the corrective action required.
   ii. No more than 20 days following the receipt of the review the contracted provider

must provide the corrective action plan to GCBH.

iii. No later than the final calendar day for each quarter GCBH will provide the HRSA Program Administrator a copy of the final comprehensive review and the completed corrective action or, plan for date of completion of all corrective action.

c. Law Enforcement - In accordance with 71.05.390(17), the Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

24. TRIBAL RELATIONSHIPS

a. Subcontracts with Tribes and Recognized American Indian Organizations:

(1) If the Contractor chooses to enter into a Subcontract with a Tribe the Contract must include one of the following:

i. General Terms and Conditions that are modeled on the DSHS and Indian Nation Agreement General Terms and Conditions.

ii. General Terms and Conditions modeled on the Intergovernmental Agreement for Social and Health Services between Tribes and The Washington State Department of Social and Health Services.

iii. General Terms and Conditions that were developed through a process facilitated by the HRSA Tribal Liaison.

iv. General Terms and Conditions that were developed between the Tribe and the Contractor. In this case, a written statement must be provided to the HRSA Tribal Liaison from each party that verifies both are in Agreement with the content in the General Terms and Conditions.

(2) If the Contractor chooses to enter into a Subcontract with a RAIO, the Contract must include one of the following:

i. General Terms and Conditions that were developed through a process facilitated by the HRSA Tribal Liaison.

ii. General Terms and Conditions that were developed between the RAIO and the Contractor. In this case a written statement must be provided to the HRSA Tribal Liaison from each party that verifies both are in Agreement with the content in the General Terms and Conditions.

(3) Any Subcontracts with Tribes and RAIOs must be consistent with the laws and regulations that are applicable to the Tribe or RAIO. The Contractor must work with each Tribe to identify those areas that place legal requirements on the Tribe that are not applicable and refrain from passing these requirements on to Tribes.

(4) The HRSA Tribal Liaison may be available for technical assistance in identifying what legal requirements the Contactor can be relieved of in Tribal or RAIO Subcontracts.

(5) The Contractor shall have a policy and procedure that requires efforts to recruit and maintain Ethnic Minority Mental Health Specialists – Native American from each Tribe or RAIO for use in specialists consults whenever possible.

25. SPECIAL PROJECTS

a. Jail Coordination Services – Are to be provided within the identified resources in the Funding Schedule, as amended, revised and/or replaced, available on the GCBH website: www.gcbh.org . 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.

(1) The Contractor shall coordinate with local law enforcement and jail personnel. This shall include the development or maintenance of Memoranda of Understanding with local county and city jails in the Contractors' Service Area.
   i. The MOU must identify the process and procedures to be implemented when the local jails contract the placement of offenders in other jurisdictions, such as tribal jails or those in other counties. The MOU must detail a referral process for persons who are incarcerated and have been diagnosed with a mental illness or identified as in need of mental health services. It must also include a process to include services to offenders placed in an out of jurisdiction contract facility.

(2) The Contractor shall identify and provide transition services to persons with mental illness to expedite and facilitate their return to the community.

(3) The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in RCW 71.24. The Contractor shall conduct mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

(4) The Contractor shall develop and execute a Memorandum of Understanding with local community service offices (CSO) for expedited application or reinstatement of medical assistance for individuals in jails, prisons, or IMDs. The Contractor shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail.
   i. Pre-release services shall include:
      - Mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by jail staff, or officers of the court.
      - Mental health intake assessments for persons identified during the mental health screening as a member of the priority populations as defined in Chapter 71.24 RCW.
      - Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
      - Other prudent pre-release (including pre-trial) case management and transition planning.
      - Provision of direct mental health services to individuals who are in jails that have no mental health staff.

(5) The Contractor shall implement intensive post-release outreach to ensure best possible follow-up with the CSO and appointments for mental health and other services (e.g. substance abuse) engagement with mental health services to stabilize client in the community.

(6) If the Contractor has provided the jail services above the Contractor may use the Jail Coordination Services funds provided to facilitate any of the following activities if there are sufficient resources:
   i. Daily cross-reference between new bookings and the RSN database to identify newly booked, persons known to the RSN.
   ii. Development of individual alternative service plans (alternative to the jail) for submission to the courts.
   iii. Inter-local Agreements with juvenile detentions facilities.

iv. Provision of up to a seven (7) day supply of medications prescribed for the treatment of mental health symptoms following the release from jail.
v. Training to local law enforcement and jail services personnel.

26. REMEDIAL ACTIONS

a. GCBH may initiate remedial action if it is determined that any of the following situations exist:
(1) A problem exists that negatively impacts Consumers receiving services.
(2) The Contractor has failed to perform any of the mental health services required in this Agreement.
(3) The Contractor has failed to develop, produce, and/or deliver to GCBH and/or HRSA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement.
(4) The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, "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 the State and/or GCBH and within HRSA and/or GCBH prescribed timeframes.

b. HRSA may impose any of the following remedial actions:
(1) Require the Contractor to develop and execute a 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) A brief description of the situation requiring corrective action.
(B) The specific actions to be taken to remedy the situation.
(C) A timetable for completion of the actions.
(D) Identification of individuals responsible for implementation of the plan.
ii. Corrective action plans are subject to approval by GCBH, which may:
(A) Accept the plan as submitted.
(B) Accept the plan with specified modifications.
(C) Request a modified plan.
(D) Reject the plan.
(2) Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. GCBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
i. Increase withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.
(3) Deny any incentive payment to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which GCBH provides incentives.
(4) Terminate for Default as described in the General Terms and Conditions; this may include releasing a Request for Proposals to re-procure the services provided under this

Agreement.

27. GENERAL TERMS AND CONDITIONS

a. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

(1) **Agreement** means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.

(2) **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

(3) **Contractor** means the Contractor, its employees, agents and Subcontractors.

(4) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(5) **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington and its Secretary.

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between GCBH and the Contractor, under this Agreement.

(7) **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.

(8) **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw

(9) **Subcontract** means a separate contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.

(10) **USCA** means United States Code Annotated. All references to USCA chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USCA may be accessed at http://apps.leg.wa.gov/wac

(11) **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://www.gpoaccess.gov/uscode/

b. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

c. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the GCBH Director or their designee and the written assumption of the Contractor's obligations by the third party.

d. **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.

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

f. **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.

g. **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.

h. **Debarment Certification**. The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement in all Subcontracts into which it enters.

i. **Entire Agreement**. This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

j. **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.

k. **Independent Status**. For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of 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 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.

l. **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.

m. **Insurance**. GCBH certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, 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.

n. **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.

o. **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:
(1) Document performance of all acts required by law, regulation, or this Agreement.
(2) Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Agreement.
(3) 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.

p. **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:
(1) Applicable Federal and State of Washington statutes and regulations.
(2) The General Terms & Conditions of this Agreement.
(3) The Special Terms & Conditions of this Agreement.
(4) Any Exhibits attached or incorporated into this Agreement by reference.

q. **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.

r. **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.

s. **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.

t. **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 arising 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.

u. **Sub-recipients**.

(1) General. If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:

i. 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.

ii. 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.

iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.

iv. Incorporate OMB Circular A-133 audit requirements into all Agreements between the Contractor and its Subcontractors who are sub-recipients.

v. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

vi. 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.

vii. 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 for additional information and access to the aforementioned Federal laws and regulations.)

(2) Single Audit Act Compliance. If the Contractor is a sub-recipient 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:

i. Submit to the GCBH 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.

ii. 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."

v. **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 DSHS in accordance with OMB Circular A-87.

w. **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, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

x. **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.

y. **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.

z. **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 DSHS contact person (or to his or her successor) listed on the first page of this Agreement.

aa. **Termination for Default**.

(1) The Contracts Administrator 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:

i. Failed to meet or maintain any requirement for contracting with GCBH.
ii. Failed to perform under any provision of this Agreement.
iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
iv. Otherwise breached any provision or condition of this Agreement.

(2) Before GCBH 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 Contracts Administrator may then terminate the Agreement. The Contracts Administrator 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.

(3) The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:

i. Failed to meet or maintain any requirement for contracting with the Contractor.
ii. Failed to perform under any provision of this Agreement.
iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
iv. Otherwise breached any provision or condition of this Agreement.

(4) Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBHs noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBHs noncompliance. If GCBH does not correct GCBHs noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

bb. **Termination Procedure**. The following provisions apply in the event this Agreement is terminated:

(1) 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.

(2) The Contractor shall promptly deliver to GCBH, 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 protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.

(3) 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 by the parties for partially completed work and services, if work products are useful to or

usable by GCBH.

(4) If GCBH 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 at law, in equity, or under this Agreement except as to the limitations set forth in section 27.n. entitled "Lawsuits".

dd. **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).

ee. **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.

ff. **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 27.b. Only the GCBH Director or designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.

28. SPECIAL TERMS AND CONDITIONS

a. **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, whether or not a specific citation is identified in various sections of this Agreement:

(1) All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.

(2) All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.

(3) All applicable standards, orders, or requirements issued under Section 306 of the Clean

Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §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 DSHS, Department of Health and Human Service (DHHS), and the EPA.

(4) 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.

(5) Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).

(6) Those specified in Title 18 RCW for professional licensing.

(7) Reporting of abuse as required by RCW 26.44.030.

(8) Industrial insurance coverage as required by Title 51 RCW.

(9) Any other requirements associated with the receipt of federal funds.

(10) Any provision of this Agreement which conflicts with State and federal statutes, or regulations, or Centers for Medicare and Medicaid Services (CMS) policy guidance is hereby amended to conform to the provisions of State and federal law and regulations.

b. **Confidentiality of Personal Information**

(1) The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded mental health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include, but are not limited to:

i. Establishing eligibility.

ii. Determining the amount of medical assistance.

iii. Providing services for recipients.

iv. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.

v. Assuring compliance with Federal and State laws and regulations, and with terms and requirements of the Agreement.

(3) The Contractor shall comply with all confidentiality requirements of the Health Insurance Portability and Accountability Act (45 CFR §§ 160 and 164).

(4) In the event a Consumer's picture or personal story will be used, the Contractor shall first obtain written consent from the Consumer.

c. **Declaration That Individuals Served Under Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement will be provided by the Contractor to individuals receiving services under RCW chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either GCBH 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.

d. **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:
   (1) 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.

e. **Duplicative Reports and Deliverables.** If this Agreement requires a report or other Deliverable that contains information that is duplicative or overlaps a requirement of another Agreement between the parties the Contractor may provide one (1) report or Deliverable that contains the information required by both Agreements.

f. **Failure to Expend Funds.** In the event that the Contractor fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this Agreement, GCBH reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance, compliant HRSA requirements. This is in addition to any other remedies available at law or in equity.
   (1) Such right of recapture shall exist for a period not to exceed 24 months following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 60 days of demand. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorneys' fees.

g. **Fraud and Abuse**. Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable Federal or State law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. The Contractor shall do the following to guard against Fraud and Abuse:
   (1) Create and maintain a mandatory compliance plan that includes provisions to educate staff and providers of the false claim act and whistle blower protections.
   (2) Develop written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State standards.
   (3) Designate a compliance officer and a compliance committee that is accountable to senior management.
   (4) Provide effective ongoing training and education for the compliance officer, staff of the PIHP, and selected staff of the CMHAs.
   (5) Facilitate effective communication between the compliance officer, the PIHP employees, and the Contractor's network of CMHAs.
   (6) Enforce standards through well-publicized disciplinary guidelines.
   (7) Conduct internal monitoring and auditing.
   (8) Respond promptly to detected offenses and develop corrective action initiatives.

(9) Report fraud and/or abuse information to GCBH as soon as it is discovered including the source of the complaint, the involved CMHA, nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.

h. **Information Requests**. The Contractor shall maintain information necessary to promptly respond to written requests by GCBH. The Contractor shall submit information detailing the amount spent throughout its Service Area on specific items upon request by GCBH.

i. **Commercial General Liability Insurance (CGL).** If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract. GCBH and its elected and appointed officials, agents, and employees shall be named as additional insureds. 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..

j. **Records Retention**. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.

(1) The Contractor shall maintain records sufficient to:

i. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.

ii. Document performance of all acts required by law, regulation, or this Agreement.

iii. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

iv. Demonstrate the 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.

(2) The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by GCBH, DSHS or other Washington State Departments.

i. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.

ii. GCBH shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made, including the Department's rate setting activities related to the Contractor, or other actions taken in regard to the Contractor's performance of the services described herein.

k. **Termination of Contractor Function Notice Requirements**

(1) Either party to this Agreement must provide 180 days notice of any issue that may cause the party to voluntarily terminate, refuse to renew, or refuse to sign a mandatory amendment to this Agreement.

(2) If the Contractor at any time decides it shall no longer provide services as delineated in this contract for any reason, the Contractor must provide the GCBH contact person, or successor, listed on the first page of this Agreement with written notice at least 90 days prior to the effective date of termination and work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to Consumers. The transition plan shall address all issues leading to the transition of Contractor functions to GCBH such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.

(3) GCBH must provide the Contractor contact person, or successor, listed on the first page of this Agreement with at least 90 days written notice if GCBH decides to voluntarily terminate, refuses to renew, or refuses to sign a mandatory amendment to this Agreement.

Access to Care Standards – 1/1/06

Eligibility Requirements for Authorization of Services for Adults & Older Adults

Please note: The following guidelines reflect minimum eligibility criteria that can be applied. The guidelines are not intended to be applied as continuing stay criteria.

An individual must meet all of the following before being considered for a level of care assignment:

* The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Adult & Older Adult Disorders.
* The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
* The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
* The individual is expected to benefit from the intervention.
* The individual's unmet need can not be more appropriately met by any other formal or informal system or support.

** = Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Goal & Period of Authorization*	Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment **OR** long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery. The period of authorization may be up to six months of care **OR** may be up to twelve months of care when an individual is receiving long term, low intensity treatment.	Longer term treatment is necessary to achieve or maintain stability **OR** requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services. The period of authorization may be up to six months of care **OR** may be up to twelve months of care as determined by medical necessity and treatment goal(s).
Functional Impairment **Must be the result of a mental illness.**	* **Must demonstrate moderate functional impairment in at least one life domain requiring assistance in order to meet the identified need AND-** * **Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 60 or below.** **Domains include:** * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs	* **Must demonstrate serious functional impairment in at least one life domain requiring assistance in order to meet the identified need AND-** * **Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 50 or below.** **Domains include:** * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs

Access to Care Standards – 1/1/06
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* The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
* The individual is expected to benefit from the intervention.
* The individual's unmet need can not be more appropriately met by any other formal or informal system or support.

* = ***Descriptive Only***

	Level One - Brief Intervention	**Level Two - Community Support**
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)
Supports & Environment*	May have limited social supports and impaired interpersonal functioning due to mental illness. Individual and natural supports may lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more additional formal systems requiring coordination. Requires treatment to develop supports, address needs and remain in the community.	May have lack of or severely limited natural supports in the community due to mental illness. May be involvement with one or more formal systems requiring coordination in order to achieve goals. Active outreach may be needed to ensure treatment involvement. Situation exceeds the resources of the natural support system.
Minimum Modality Set	Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment: * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.	Access to the following modalities is based on clinical assessment, medical necessity and individual need. In addition to the modalities listed in Level of Care One, individuals may be referred for the following treatment: * Individual Treatment * Medication Monitoring * Peer Support The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.

Access to Care Standards – 1/1/06
Eligibility Requirements for Authorization of Services for Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. <u>The standards should not be applied as continuing stay criteria.</u>

An individual must meet all of the following before being considered for a level of care assignment:
* The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
* The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
* The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
* The individual is expected to benefit from the intervention.
* The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = ***Descriptive Only***

	Level One - Brief Intervention	**Level Two - Community Support**
Goal & Period of Authorization*	Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment **OR** long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery. The period of authorization may be up to six months of care **OR** may be up to twelve months of care when an individual is receiving long term, low intensity treatment.	Longer term treatment is necessary to achieve or maintain stability **OR** requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services. The period of authorization may be up to six months of care **OR** may be up to twelve months of care as determined by medical necessity and treatment goal(s).
Functional Impairment **Must be the result of an emotional disorder or a mental illness.**	* **Must demonstrate moderate functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND-** * **<u>Impairment is evidenced by a Children's Global Assessment Scale (CGAS) Score of 60 or below.</u>** (Children under 6 are exempted from CGAS.) **Domains include:** Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs	* **Must demonstrate severe and persistent functional impairment in at least <u>one</u> life domain requiring assistance in order to meet identified need AND-** * **<u>Impairment is evidenced by a Children's Global Assessment Scale (CGAS) Score of 50 or below.</u>** (Children under 6 are exempted from CGAS.) **Domains include:** Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill need

Access to Care Standards – 1/1/06
Eligibility Requirements for Authorization of Services for Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

An individual must meet all of the following before being considered for a level of care assignment:
* The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
* The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
* The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
* The individual is expected to benefit from the intervention.
* The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)
Supports & Environment*	Natural support network is experiencing challenges, i.e., multiple stressors in the home; family or caregivers lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more child serving systems requiring coordination.	Significant stressors are present in home environment, i.e., change in custodial adult; out of home placement; abuse or history of abuse; and situation exceeds the resources of natural support system. May be involvement with one or more child serving system requiring coordination.
Minimum Modality Set	**Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment:** * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment * Family Supports The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.	**Access to the following modalities is based on clinical assessment, medical necessity and individual need. <u>In addition to the modalities listed in Level of Care One,</u> individuals may be referred for the following treatment:** * Individual Treatment * Medication Monitoring The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.

Minimum Covered Diagnoses for Adults & Older Adults
1/1/06

Washington State defines acutely mentally ill, chronically mental ill adult, seriously disturbed person, and severely emotionally disturbed child in RCW 71.24 and RCW 71.05. The following diagnoses are considered to further interpret the statute criteria in establishing eligibility. Additional eligibility requirements must be met to qualify for outpatient mental health services. Minimum eligibility requirements for authorization of services for Adults and Older Adults are further defined in the Access to Care Standards.

Please note: *The following covered diagnoses must be considered for eligibility.*

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
	ATTENTION-DEFICIT AND DISRUPTIVE BEHAVIOR DISORDERS	
314.01	Attention-Deficit/Hyperactivity Disorder, Combined type	B
314.00	Attention-Deficit/Hyperactivity Disorder, Predominantly Inattentive Type	B
314.01	Attention-Deficit/Hyperactivity Disorder, Predominantly Hyperactive-Impulsive Type	B
314.9	Attention-Deficit/Hyperactivity Disorder DOS	B
	DEMENTIA	
294.10	Dementia of the Alzheimer's Type, With Early Onset Without Behavioral Disturbance	B
294.11	Dementia of the Alzheimer's Type, With Early Onset With Behavioral Disturbance	B
294.10	Dementia of the Alzheimer's Type, With Late Onset Without Behavioral Disturbance	B
294.11	Dementia of the Alzheimer's Type, With Late Onset With Behavioral Disturbance	B
290.40	Vascular Dementia Uncomplicated	B
290.41	Vascular Dementia With Delirium	B
290.42	Vascular Dementia With Delusions	B
290.43	Vascular Dementia With Depressed Mood	B
294.10	Dementia Due to HIV Disease Without Behavioral Disturbance	B
294.11	Dementia Due to HIV Disease With Behavioral Disturbance	B
294.10	Dementia Due to Head Trauma Without Behavioral Disturbance	B
294.11	Dementia Due to Head Trauma With Behavioral Disturbance	B
294.10	Dementia Due to Parkinson's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Parkinson's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Huntington's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Huntington's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Pick's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Pick's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Creutzfeldt-Jakob Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Creutzfeldt-Jakob Disease With Behavioral Disturbance	B
294.10	Dementia Due to... (*Indicate the General Medical Condition not listed above)* Without Behavioral Disturbance	B
294.11	Dementia Due to... (*Indicate the General Medical Condition not listed above)* With Behavioral Disturbance	B
---.--	Substance-Induced Persisting Dementia (*refer to Substance-related Disorders for substance specific codes)*	B
---.--	Dementia Due to Multiple Etiologies	B
294.8	Dementia NOS	B
	OTHER COGNITIVE DISORDERS	
294.9	Cognitive Disorder NOS	B
	SCHIZOPHRENIA AND OTHER PSYCHOTIC DISORDERS	
295.30	Schizophrenia Paranoid Type	A

SMHC – EXHIBIT A
2009-2011

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
295.10	Schizophrenia Disorganized Type	A
295.20	Schizophrenia Catatonic Type	A
295.90	Schizophrenia Undifferentiated Type	A
295.60	Schizophrenia Residual Type	A
295.40	Schizophreniform Disorder	A
295.70	Schizoaffective Disorder	A
297.1	Delusional Disorder	A
298.8	Brief Psychotic Disorder	A
297.3	Shared Psychotic Disorder	A
293.81	Psychotic Disorder Due to *(Indicate the General Medical Condition)* With Delusions	A
293.82	Psychotic Disorder Due to *(Indicate the General Medical Condition)* With Hallucinations	A
298.9	Psychotic Disorder NOS	A
	MOOD DISORDERS **DEPRESSIVE DISORDERS**	
296.21	Major Depressive Disorder Single Episode, Mild	A
296.22	Major Depressive Disorder Single Episode, Moderate	A
296.23	Major Depressive Disorder Single Episode, Severe Without Psychotic Features	A
296.24	Major Depressive Disorder Single Episode, Severe With Psychotic Features	A
296.25	Major Depressive Disorder Single Episode, In Partial Remission	A
296.26	Major Depressive Disorder Single Episode, In Full Remission	A
296.20	Major Depressive Disorder Single Episode, Unspecified	A
296.31	Major Depressive Disorder Recurrent, Mild	A
296.32	Major Depressive Disorder Recurrent, Moderate	A
296.33	Major Depressive Disorder Recurrent, Severe Without Psychotic Features	A
296.34	Major Depressive Disorder Recurrent, Severe With Psychotic Features	A
296.35	Major Depressive Disorder Recurrent, In Partial Remission	A
296.36	Major Depressive Disorder Recurrent, In Full Remission	A
296.30	Major Depressive Disorder Recurrent, Unspecified	A
300.4	Dysthymic Disorder	B
311	Depressive Disorder NOS	B
	BIPOLAR DISORDERS	
296.01	Bipolar I Disorder Single Manic Episode, Mild	A
296.02	Bipolar I Disorder Single Manic Episode, Moderate	A
296.03	Bipolar I Disorder Single Manic Episode, Severe Without Psychotic Features	A
296.04	Bipolar I Disorder Single Manic Episode, Severe With Psychotic Features	A
296.05	Bipolar I Disorder Single Manic Episode, In Partial Remission	A
296.06	Bipolar I Disorder Single Manic Episode, In Full Remission	A
296.00	Bipolar I Disorder Single Manic Episode, Unspecified	A
296.40	Bipolar I Disorder Most Recent Episode Hypomanic	A
296.41	Bipolar I Disorder Most Recent Episode Manic, Mild	A
296.42	Bipolar I Disorder Most Recent Episode Manic, Moderate	A
296.43	Bipolar I Disorder Most Recent Episode Manic, Severe Without Psychotic Features	A
296.44	Bipolar I Disorder Most Recent Episode Manic, Severe With Psychotic Features	A
296.45	Bipolar I Disorder Most Recent Episode Manic, In Partial Remission	A
296.46	Bipolar I Disorder Most Recent Episode Manic, In Full Remission	A
296.40	Bipolar I Disorder Most Recent Episode Manic, Unspecified	A
296.61	Bipolar I Disorder Most Recent Episode Mixed, Mild	A
296.62	Bipolar I Disorder Most Recent Episode Mixed, Moderate	A
296.63	Bipolar I Disorder Most Recent Episode Mixed, Severe Without Psychotic Features	A

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
296.64	Bipolar I Disorder Most Recent Episode Mixed, Severe With Psychotic Features	A
296.65	Bipolar I Disorder Most Recent Episode Mixed, In Partial Remission	A
296.66	Bipolar I Disorder Most Recent Episode Mixed, In Full Remission	A
296.60	Bipolar I Disorder Most Recent Episode Mixed, Unspecified	A
296.51	Bipolar I Disorder Most Recent Episode Depressed, Mild	A
296.52	Bipolar I Disorder Most Recent Episode Depressed, Moderate	A
296.53	Bipolar I Disorder Most Recent Episode Depressed, Severe Without Psychotic Features	A
296.54	Bipolar I Disorder Most Recent Episode Depressed, Severe With Psychotic Features	A
296.55	Bipolar I Disorder Most Recent Episode Depressed, In Partial Remission	A
296.56	Bipolar I Disorder Most Recent Episode Depressed, In Full Remission	A
296.50	Bipolar I Disorder Most Recent Episode Depressed, Unspecified	A
296.7	Bipolar I Disorder Most Recent Episode Unspecified	A
296.89	Bipolar II Disorder	A
301.13	Cyclothymic Disorder	B
296.80	Bipolar Disorder NOS	A
296.90	Mood Disorder NOS	B
	ANXIETY DISORDERS	
300.01	Panic Disorder Without Agoraphobia	B
300.21	Panic Disorder With Agoraphobia	B
300.22	Agoraphobia Without History of Panic Disorder	B
300.29	Specific Phobia	B
300.23	Social Phobia	B
300.3	Obsessive-Compulsive Disorder	B
309.81	Posttraumatic Stress Disorder	A
308.3	Acute Stress Disorder	A
300.02	Generalized Anxiety Disorder	B
300.00	Anxiety Disorder NOS	B
	SOMATOFORM DISORDERS	
300.81	Somatization Disorder	B
300.82	Undifferentiated Somatoform Disorder	B
300.11	Conversion Disorder	B
307.80	Pain Disorder Associated With Psychological Factors	B
307.89	Pain Disorder Associated With Both Psychological Factors and a General Medical Condition	B
300.7	Hypochondriasis	B
300.7	Body Dysmorphic Disorder	B
300.82	Somatoform Disorder NOS	B
	FACTITIOUS DISORDERS	
300.16	Factitious Disorder With Predominantly Psychological Signs and Symptoms	B
300.19	Factitious Disorder With Predominantly Physical Signs and Symptoms	B
300.19	Factitious Disorder With Combined Psychological and Physical Signs and Symptoms	B
300.19	Factitious Disorder NOS	B
	DISSOCIATIVE DISORDERS	
300.12	Dissociative Amnesia	B
300.13	Dissociative Fugue	B
300.14	Dissociative Identity Disorder	B
300.6	Depersonalization Disorder	B
300.15	Dissociative Disorder NOS	B
	SEXUAL AND GENDER IDENTITY DISORDERS	

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
	EATING DISORDERS	
307.1	Anorexia Nervosa	B
307.51	Bulimia Nervosa	B
307.50	Eating Disorder NOS	B
	ADJUSTMENT DISORDERS	
309.0	Adjustment Disorder With Depressed Mood	B
309.24	Adjustment Disorder With Anxiety	B
309.28	Adjustment Disorder With Mixed Anxiety and Depressed Mood	B
309.3	Adjustment Disorder With Disturbance of Conduct	B
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct	B
309.9	Adjustment Disorder Unspecified	B
	PERSONALITY DISORDERS	
301.0	Paranoid Personality Disorder	B
301.20	Schizoid Personality Disorder	B
301.22	Schizotypal Personality Disorder	B
301.7	Antisocial Personality Disorder	B
301.83	Borderline Personality Disorder	B
301.50	Histrionic Personality Disorder	B
301.81	Narcissistic Personality Disorder	B
301.82	Avoidant Personality Disorder	B
301.6	Dependent Personality Disorder	B
301.4	Obsessive-Compulsive Personality Disorder	B
301.9	Personality Disorder NOS	B

Additional Criteria for Diagnosis B

An individual with a "B" diagnosis must meet **at least one** of the following criteria to be considered for a level of care placement decision. Behaviors/symptoms must be the result of a mental illness.

* High Risk Behavior demonstrated during the previous ninety days – aggressive and/or dangerous, puts self or others at risk of harm, is at risk of grave disability, is at risk of psychiatric hospitalization or at risk of loss of current placement due to the symptoms of a mental illness
* Two or more hospital admissions due to a mental health diagnosis during the previous two years
* Psychiatric hospitalization or residential treatment due to a mental health diagnosis of more than six months duration in the previous year **OR** is currently being discharged from a psychiatric hospitalization
* Received public mental health treatment on an outpatient basis within the PIHP system during the previous ninety days and will deteriorate if services are not resumed (crisis intervention is not considered outpatient treatment)

Washington State Program
Minimum Covered Diagnoses for Children & Youth
1/1/06

Washington State defines acutely mentally ill, chronically mental ill adult, seriously disturbed person, and severely emotionally disturbed child in RCW 71.24 and RCW 71.05. The following diagnoses are considered to further interpret the statute criteria in establishing eligibility. Additional eligibility requirements must be met to qualify for outpatient mental health services. Minimum eligibility

requirements for authorization of services for Children and Youth are further defined in the Access to Care Standards.

Please note: *The following covered diagnoses must be considered for coverage.*

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
	ATTENTION-DEFICIT AND DISRUPTIVE BEHAVIOR DISORDERS	
314.01	Attention-Deficit/Hyperactivity Disorder, Combined type	B
314.00	Attention-Deficit/Hyperactivity Disorder, Predominantly Inattentive Type	B
314.01	Attention-Deficit/Hyperactivity Disorder, Predominantly Hyperactive-Impulsive Type	B
314.9	Attention-Deficit/Hyperactivity Disorder DOS	B
312.81	Conduct Disorder, Childhood-Onset Type	B
312.82	Conduct Disorder, Adolescent-Onset Type	B
312.89	Conduct Disorder, Unspecified Onset	B
313.81	Oppositional Defiant Disorder	B
312.9	Disruptive Behavior Disorder NOS	B
	OTHER DISORDERS OF INFANCY, CHILDHOOD, OR ADOLESCENCE	
309.21	Separation Anxiety Disorder	A
313.23	Selective Mutism	B
313.89	Reactive Attachment Disorder of Infancy or Early Childhood	B
307.3	Stereotypical Movement Disorder	B
313.9	Disorder of Infancy, Childhood, or Adolescence NOS	B
	SCHIZOPHRENIA AND OTHER PSYCHOTIC DISORDERS	
295.30	Schizophrenia Paranoid Type	A
295.10	Schizophrenia Disorganized Type	A
295.20	Schizophrenia Catatonic Type	A
295.90	Schizophrenia Undifferentiated Type	A
295.60	Schizophrenia Residual Type	A
295.40	Schizophreniform Disorder	A
295.70	Schizoaffective Disorder	A
297.1	Delusional Disorder	A
298.8	Brief Psychotic Disorder	A
297.3	Shared Psychotic Disorder	A
293.81	Psychotic Disorder Due to *(Indicate the General Medical Condition)* With Delusions	A
293.82	Psychotic Disorder Due to *(Indicate the General Medical Condition)* With Hallucinations	A
298.9	Psychotic Disorder NOS	A

	MOOD DISORDERS	
	DEPRESSIVE DISORDERS	
296.22	Major Depressive Disorder Single Episode, Moderate	A
296.23	Major Depressive Disorder Single Episode, Severe Without Psychotic Features	A
296.24	Major Depressive Disorder Single Episode, Severe With Psychotic Features	A
296.25	Major Depressive Disorder Single Episode, In Partial Remission	A
296.26	Major Depressive Disorder Single Episode, In Full Remission	A
296.20	Major Depressive Disorder Single Episode, Unspecified	A
296.31	Major Depressive Disorder Recurrent, Mild	A
296.32	Major Depressive Disorder Recurrent, Moderate	A
296.33	Major Depressive Disorder Recurrent, Severe Without Psychotic Features	A
296.34	Major Depressive Disorder Recurrent, Severe With Psychotic Features	A
296.35	Major Depressive Disorder Recurrent, In Partial Remission	A
296.36	Major Depressive Disorder Recurrent, In Full Remission	A
296.30	Major Depressive Disorder Recurrent, Unspecified	A
300.4	Dysthymic Disorder	A
311	Depressive Disorder NOS	A
	BIPOLAR DISORDERS	
296.01	Bipolar I Disorder Single Manic Episode, Mild	A
296.02	Bipolar I Disorder Single Manic Episode, Moderate	A
296.03	Bipolar I Disorder Single Manic Episode, Severe Without Psychotic Features	A
296.04	Bipolar I Disorder Single Manic Episode, Severe With Psychotic Features	A
296.05	Bipolar I Disorder Single Manic Episode, In Partial Remission	A
296.06	Bipolar I Disorder Single Manic Episode, In Full Remission	A
296.00	Bipolar I Disorder Single Manic Episode, Unspecified	A
296.40	Bipolar I Disorder Most Recent Episode Hypomanic	A
296.41	Bipolar I Disorder Most Recent Episode Manic, Mild	A
296.42	Bipolar I Disorder Most Recent Episode Manic, Moderate	A
296.43	Bipolar I Disorder Most Recent Episode Manic, Severe Without Psychotic Features	A
296.44	Bipolar I Disorder Most Recent Episode Manic, Severe With Psychotic Features	A
296.45	Bipolar I Disorder Most Recent Episode Manic, In Partial Remission	A
296.46	Bipolar I Disorder Most Recent Episode Manic, In Full Remission	A
296.40	Bipolar I Disorder Most Recent Episode Manic, Unspecified	A
296.61	Bipolar I Disorder Most Recent Episode Mixed, Mild	A
296.62	Bipolar I Disorder Most Recent Episode Mixed, Moderate	A
296.63	Bipolar I Disorder Most Recent Episode Mixed, Severe Without Psychotic Features	A
296.64	Bipolar I Disorder Most Recent Episode Mixed, Severe With Psychotic Features	A
296.65	Bipolar I Disorder Most Recent Episode Mixed, In Partial Remission	A
296.66	Bipolar I Disorder Most Recent Episode Mixed, In Full Remission	A
296.60	Bipolar I Disorder Most Recent Episode Mixed, Unspecified	A
296.51	Bipolar I Disorder Most Recent Episode Depressed, Mild	A
296.52	Bipolar I Disorder Most Recent Episode Depressed, Moderate	A
296.53	Bipolar I Disorder Most Recent Episode Depressed, Severe Without Psychotic Features	A
296.54	Bipolar I Disorder Most Recent Episode Depressed, Severe With Psychotic Features	A
296.55	Bipolar I Disorder Most Recent Episode Depressed, In Partial Remission	A
296.56	Bipolar I Disorder Most Recent Episode Depressed, In Full Remission	A
296.50	Bipolar I Disorder Most Recent Episode Depressed, Unspecified	A
296.7	Bipolar I Disorder Most Recent Episode Unspecified	A
296.89	Bipolar II Disorder	A
301.13	Cyclothymic Disorder	B
296.80	Bipolar Disorder NOS	A
296.90	Mood Disorder NOS	A
	ANXIETY DISORDERS	

300.01	Panic Disorder Without Agoraphobia	A
300.21	Panic Disorder With Agoraphobia	A
300.22	Agoraphobia Without History of Panic Disorder	A
300.29	Specific Phobia	B
300.23	Social Phobia	B
300.3	Obsessive-Compulsive Disorder	A
309.81	Posttraumatic Stress Disorder	A
308.3	Acute Stress Disorder	A
300.02	Generalized Anxiety Disorder	A
300.00	Anxiety Disorder NOS	A
	SOMATOFORM DISORDERS	
300.81	Somatization Disorder	B
300.82	Undifferentiated Somatoform Disorder	B
300.11	Conversion Disorder	B
307.80	Pain Disorder Associated With Psychological Factors	B
307.89	Pain Disorder Associated With Both Psychological Factors and a General Medical Condition	B
300.7	Hypochondriasis	B
300.7	Body Dysmorphic Disorder	B
300.82	Somatoform Disorder NOS	B
	FACTITIOUS DISORDERS	
300.16	Factitious Disorder With Predominantly Psychological Signs and Symptoms	B
300.19	Factitious Disorder With Predominantly Physical Signs and Symptoms	B
300.19	Factitious Disorder With Combined Psychological and Physical Signs and Symptoms	B
300.19	Factitious Disorder NOS	B
	DISSOCIATIVE DISORDERS	
300.12	Dissociative Amnesia	B
300.13	Dissociative Fugue	B
300.14	Dissociative Identity Disorder	B
300.6	Depersonalization Disorder	B
300.15	Dissociative Disorder NOS	B
	SEXUAL AND GENDER IDENTITY DISORDERS	
	EATING DISORDERS	
307.1	Anorexia Nervosa	B
307.51	Bulimia Nervosa	B
307.50	Eating Disorder NOS	B
	ADJUSTMENT DISORDERS	
309.0	Adjustment Disorder With Depressed Mood	B
309.24	Adjustment Disorder With Anxiety	B
309.28	Adjustment Disorder With Mixed Anxiety and Depressed Mood	B
309.3	Adjustment Disorder With Disturbance of Conduct	B
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct	B
309.9	Adjustment Disorder Unspecified	B
	PERSONALITY DISORDERS	
301.0	Paranoid Personality Disorder	B
301.20	Schizoid Personality Disorder	B
301.22	Schizotypal Personality Disorder	B
301.7	Antisocial Personality Disorder	B
301.83	Borderline Personality Disorder	B
301.50	Histrionic Personality Disorder	B
301.81	Narcissistic Personality Disorder	B
301.82	Avoidant Personality Disorder	B

301.6	Dependent Personality Disorder	B
301.4	Obsessive-Compulsive Personality Disorder	B
301.9	Personality Disorder NOS	B

Additional Criteria for Diagnosis B

An individual with a "B" diagnosis must meet **at least one** of the following criteria to be considered for a level of care placement decision. Behaviors/symptoms must be the result of a mental illness.
[Please note: CGAS is generally not considered valid for children under the age of six. The DC03 may be substituted. Children under six are exempted from Axis V scoring. Very young children in need of mental health care may not readily fit diagnostic criteria. The degree of functional impairment related to the symptoms of an emotional disorder or mental illness should determine eligibility. Functional impairment for very young children is described in the last bullet.]

* High Risk Behavior demonstrated during the previous ninety days – aggressive and/or dangerous, puts self or others at risk of harm, is at risk of severe functional deterioration, is at risk of hospitalization or at risk of loss of current placement due to mental illness or at risk of out of home placement due to the symptoms of an emotional disorder or mental illness
* At risk of escalating symptoms due to repeated physical or sexual abuse or neglect and there is significant impairment in the adult caregiver's ability to adequately address the child's needs.
* Two or more hospital admissions due to a mental health diagnosis during the previous two years
* Psychiatric hospitalization or residential treatment due to a mental health diagnosis of more than six months duration in the previous year **OR** is currently being discharged from a psychiatric hospitalization
* Received public mental health treatment on an outpatient basis within the PIHP system during the previous ninety days and will deteriorate if services are not resumed (crisis intervention is not considered outpatient treatment)
* Child is under six years of age and there is a severe emotional abnormality in the child's overall functioning as indicated by one of the following:
    1. Atypical behavioral patterns as a result of an emotional disorder or mental illness (odd disruptive or dangerous behavior which is aggressive, self injurious, or hypersexual; display of indiscriminate sociability/excessive familiarity with strangers).
    2. Atypical emotional response patterns as a result of an emotional disorder or mental illness which interferes with the child's functioning (e.g. inability to communicate emotional needs; inability to tolerate age-appropriate frustrations; lack of positive interest in adults and peers or a failure to initiate or respond to most social interaction; fearfulness or other distress that doesn't respond to comfort from caregivers).

Data Security Requirements

1. **Data Transport.** When transporting GCBH Confidential Information electronically, including via email, the data will be protected by:

   a. Transporting the data within the contractor's internal network, or;

   b. Encrypting any data that will be in transit outside the contractor's internal network. This includes transit over the public Internet.

2. **Protection of Data.** The contractor agrees to store data on one or more of the following media and protect the data as described:

   a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network-accessible storagedisks.** Data stored on hard disks mounted on network servers or other hard disks with shared storage accessible through the network and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers or other storage accessible through the network must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by GCBH on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access GCBH data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by GCBH on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   e. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Access via remote terminal/workstation.** Data accessed and used interactively over the Internet. Access to the data will be controlled by GCBH staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify GCBH staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

g. **Data storage on portable devices or media.**

(1) GCBH data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:

(a) Encrypt the data with a key length of at least 128 bits

(b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity before lockout is 20 minutes.

Physically protect the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a secure area, portable devices and media with confidential GCBH data must be under the physical control of contractor staff with authorization to access the data.

(3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), smart phones or cellular phones, portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

3. **Data Segregation.**

a. GCBH data must be segregated or otherwise distinguishable from non-GCBH data. This is to ensure that when no longer needed by the contractor, all GCBH data can be identified for return or destruction. It also aids in determining whether GCBH data has or may have been compromised in the event of a security breach.

b. GCBH data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-GCBH data. Or,

c. GCBH data will be stored in a logical container on electronic media, such as a partition or folder dedicated to GCBH data. Or,

d. GCBH data will be stored in a database which will contain no non-GCBH data. Or,

e. GCBH data will be stored within a database and will be distinguishable from non-GCBH data by the value of a specific field or fields within database records. Or,

f. When stored as physical paper documents, GCBH data will be physically segregated from non-GCBH data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate GCBH data from non-GCBH data, then both the GCBH data and the non-GCBH data with which it is commingled must be protected as described in this exhibit.

4. **Data Disposition.** When the contracted work has been completed or when no longer needed, data shall be returned to GCBH or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

5. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of GCBH shared data must be reported to the GCBH Contact designated on the contract within one (1) business day of discovery.

6. **Data shared with Sub-contractors**. If GCBH data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the contractor cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the GCBH Contact specified for this contract for review and approval.