

ATTACHMENT C-1:

SPECIAL TERMS AND CONDITIONS

A. PROGRAM REQUIREMENTS

1. General

- a. Contractor shall participate in training when requested by SBHASO on behalf of the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.
- b. Contractor shall not differentiate or discriminate in providing services to clients because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services, or any other basis prohibited by law. Contractor shall render services to clients in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.
- c. Contract shall provide Individuals with access to translated information and interpreter services as described in the Materials and Information Section of this Contract.

2. Quality Improvement

- a. Contractors receiving GFS or FBG funds shall cooperate with SBHASO or HCA-sponsored Quality Improvement (QI) activities.
- b. Contractor shall adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.
- c. Contractor shall implement a Grievance process that complies with WAC 182-538C-110.

3. Program Integrity

- a. Contractor shall have and comply with policies and procedures that guide its officers, employees and agents to comply with Program Integrity requirements.
- b. Contractor shall investigate and disclose to HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- c. Contractor shall have a Fraud, Waste and Abuse program which includes:
 - i. A process to inform officers, employees, agents and subcontractors about the False Claims Act.

- ii. Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.
 - iii. Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
 - iv. The designation of a compliance officer and compliance committee that is accountable to senior management.\
 - v. Training for all affected parties.
 - vi. Effective lines of communication between the compliance officer and the Contractor's staff.
 - vii. Enforcement of standards through well-publicized disciplinary policies.
 - viii. Provision for internal monitoring and auditing.
 - ix. Provision for prompt response to detected violations, and for development of corrective action initiatives.
- d. Contractor shall subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract.
- i. For the purpose of this section, "subrogation" means the right of any state of Washington government entity or local law enforcement to stand in the place of a Contractor or Individual in the collection against a third party.
- e. Contractor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with the requirements in Chapter 43.43 RCW and, Chapter 246-341 WAC.
- f. Contractor shall complete monthly Exclusion Checks for all employees, volunteers, and all individuals identified on the Disclosure of Ownership Form to include:
- i. Office of Inspector General – <https://exclusions.oig.hhs.gov/>
 - ii. System for Award Management – <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
 - iii. Washington State – <https://www.hca.wa.gov/billers-providers-partners/apple-health-medicaid-providers/provider-termination-and-exclusion-list>
 - HCA Medicaid and DSHS social services list.
- g. Contractor shall submit an attestation of completion of all Exclusion checks to SBHASO by the last business day of the month.
- h. Information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

- i. SBHASO may pursue contract termination as outlined in General Terms and Conditions, Failure to Perform, if Contractor becomes excluded from participation in the Medicaid program.

5. Health Information Systems

Contractor shall establish and maintain a health information system that complies with the requirements of OCIO Security Standard 141.10, and the Data, Security and Confidentiality Exhibit, and provides the information necessary to meet Contractor's obligations under this Contract. OCIO Security Standards are available at: <https://ocio.wa.gov>.

6. Records Retention

Records retention during the term of this Contract is for ten (10) years following termination or expiration of this Contract, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period. The records shall be retained until completion and resolution of all issues arise there from or until the end of the ten (10) year period, whichever is later.

7. Public Records

All records required to be maintained by this Contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Health Care Authority, or designee; and Contract Administrator for the purpose of program review, monitoring and comparative cost studies.

B. FISCAL REQUIREMENTS AND MONITORING

1. Withhold of Payment

Failure of the Contractor to comply with the terms of this Contract shall give the SBHASO the right to withhold payment of any further funds under this Contract

2. Reimbursement

In the event that it is determined that any funds were distributed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the SBHASO upon written demand. Neither payment of any funds under color of this contract, nor any action of the SBHASO or its officials, officers, agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

3. Right to Hearing

All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or such other actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the SBHASO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

4. Monitoring

- a. SBHASO conducts on-going monitoring of Contractor's performance under this Contract. If deficiencies are identified in Contractor's performance, SBHASO will follow the Corrective Action process defined in Section G. In addition to on-going monitoring:
 - i. SBHASO shall conduct Contractor review which shall include at least one (1) onsite visit every three (3) years to each contractor site providing state funded or FBG funded treatment services during the period of performance of this contract in order to monitor and document compliance with requirements.
 - ii. SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.
 - iii. SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
 - iv. SBHASO requires Contractor to identify funding sources consistent with the Payments and Sanctions Section of this Contract, FBG reporting requirements, and the rules for payer responsibility found in the table, "How do providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide" which is available on the Health Care Authority's website (<https://www.hca.wa.gov>)
 - iv. SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.

5. Audit Requirements

- a. Contractor shall comply with all applicable required audits including to conduct a facility inspection, and the federal Office of Management and Budget (OMB) Super Circular 2 C.F.R. 200.501 and 45 C.R.R 75.501 audits.
 - i. SBHASO shall submit a copy of the OMB audit performed by the State Auditor to the HCA Contact within ninety (90) days of receipt by the SBHASO of the completed audit.
 - a. If Contractor is subject to OMB Super Circular audit, the SBHASO shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements
 - b. If Contractor is not subject to OMB Super Circular audit, the SBHASO shall perform Contractor monitoring in compliance with federal requirements.

7. Suspension, Debarment and Lobbying

The Contractor shall certify, on a separate for (Attachment F), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with SBHASO Policies and Procedures. The Contractor, on a

separate form (Attachment G), will certify that it does not use Federal funds for lobbying purposes.

C. REPORTING REQUIREMENTS

1. Data Reporting Requirements

- a. Contractor shall comply with all data reporting requirements promulgated by the Health Care Authority (HCA).
- b. Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.
- c. Data shall be provided in the format prescribed by SBHASO.

D. BILLING PROCEDURES

The Contractor shall be paid within the limits established within Attachment C: Budget/Rate Sheet. Any costs incurred by the Contractor over and above the total sums set out in Attachment C: Budget/Rate Sheet, shall be at the Contractor's sole risk and expense.

The Contractor shall submit invoices for payment no later than 45 calendar days following the end of month that service was provided. Invoices for psychiatric inpatient treatment may be submitted within 90 calendar days following the end of month of discharge.

The SBHASO shall pay the Contractor monthly for services identified in the Statement of Work of this Contract, subject to the availability of funds from the Health Care Authority and Contractor's compliance with this Contract. Such payment shall be made within thirty (30) days of the SBHASO's receipt of an invoice from the Contractor.

E. FAITH BASED ORGANIZATIONS (FBO)

1. SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
 - a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
 - b. The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
 - c. The FBO shall report to the SBHASO all referrals made to alternative providers.
 - d. The FBO shall provide Individuals with a notice of their rights.
 - e. The FBO shall provide Individuals with a summary of services that includes any religious activities.
 - f. Funds received from the FBO must be segregated in a manner consistent with federal Regulations.

g. No funds may be expended for religious activities.

F. Indemnification

Contractor agrees to hold harmless HCA and its employees, and all Individuals served under the terms of this Contract in the event of non-payment by the SBHASO. Contractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of SBHASO, its agents, officers, employees or contractors.

G. Corrective Action Process

The SBHASO conducts reviews of Contractors. During the course of any review conducted, if performance is below Contract standards, the SBHASO will request that the Contractor provide a Corrective Action Plan. SBHASO will work with Contractor staff in creating Corrective Action Plans, when requested.

If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes or learns that the Contractor, or its subcontractors, are out of compliance with any of the terms or conditions of this Contract, the follow process will be pursued.

1. Informal Meeting

Informal process wherein the Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

2. Official Verbal Notification

If the informal meeting does not result in resolution, the SBHSEO will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the SBHASO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

3. Written Summary

Within five (5) working days of such verbal notification, the SBHASO will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.

4. Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHASO and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.

5. Withhold Payments

If the SBHASO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHASO shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written,

time-limited extension of the period to agree upon corrective action is issued by the SBHASO.