

**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION  
STANDARD CONTRACT**

**Contract Number:** KC-067-25

**Contractor:** Peninsula Behavioral Health

**Amount:** \$2,253,448

**Contract Term:** January 1, 2026, to December 31, 2026

**CFDA:** 1971.3330.93958, 3330.93959

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**Purpose:** This contract is entered into for the purpose of ensuring the provision of behavioral health services for residents from Kitsap, Jefferson, and Clallam Counties.

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This contract is made between Peninsula Behavioral Health (hereinafter "Contractor") and the Salish Behavioral Health Administrative Services Organization (hereinafter "SBHASO"). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of this contract on behalf of SBHASO.

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget/Rate Sheet. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

DATED this 13 day March, 2026.

DATED this 13 day April, 2026.

CONTRACTOR: PENINSULA  
BEHAVIORAL HEALTH

SALISH BEHAVIORAL HEALTH  
ADMINISTRATIVE SERVICES  
ORGANIZATION By KITSAP COUNTY  
BOARD OF COMMISSIONERS, Its  
Administrative Entity



Wendy Sisk, Chief Executive Officer



ORAN ROOT, Chair



KATHERINE T. WALTERS, Commissioner

NOT PRESENT

CHRISTINE ROLFES, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office



# Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

*CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:*

*(Fill in)*

Subrecipient's unique entity identifier: JYATMDPPBTR8

Federal Award Identification Number (FAIN): B09SM090369, B08TI088142

Federal Revenue Award Date: 2/3/2025 (MHBG), 2/24/25 (SUPTRS)

Subaward Period of Performance Start and End Date: January 1, 2026 to December 31, 2026

Check to verify the information is in contract:

Subrecipient's name (must match the name associated with its unique entity identifier):

Federal award identification:

Subaward Budget Period Start and End Date:

Amount of Federal Funds Obligated in the subaward:

Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

## GENERAL AGREEMENT

### SECTION 1. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

#### 1.1 Authority

- 1.1.1 Contractor possesses legal authority to apply for the funds covered under this contract.
- 1.1.2 No subcontract shall terminate the Contractor's legal responsibility to SBHASO for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

#### 1.2 Assignment/ Subcontract

- 1.2.1 Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
- 1.2.2 Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
  - 1.2.2.1 In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
    - 1.2.2.1.1 Compliance with applicable terms and conditions of this contract;
    - 1.2.2.1.2 Compliance with all applicable law; and.
    - 1.2.2.1.3 Provision of insurance coverage for its activities

#### 1.3 Limitations on Payments

- 1.3.1 Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 1.3.2 Contractor shall pay no more than reasonable market value for equipment and/or supplies.
- 1.3.3 Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

1.4 Compliance with Laws

1.4.1 Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting or enforcing such act. The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the ADA, for all Contracted Services and shall assure physical and communication barriers shall not inhibit individuals with disabilities from obtaining Contracted Services.

1.4.2. Contractor shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable state or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations.

Applicable laws and regulations include, but are not limited to:

- 1.4.2.1 Title XIX and Title XXI of the Social Security Act.
- 1.4.2.2 Title VI of the Civil Rights Act of 1964.
- 1.4.2.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.
- 1.4.2.4 The Age Discrimination Act of 1975.
- 1.4.2.5 The Rehabilitation Act of 1973.
- 1.4.2.6 The Budget Deficit Reduction Act of 2005.
- 1.4.2.7 The Washington Medicaid False Claims Act and the Federal False Claims Act (FCA).
- 1.4.2.8 The Health Insurance Portability and Accountability Act (HIPPA).
- 1.4.2.9 The American Recovery and Investment Act (ARRA).
- 1.4.2.10 The Patient Protection and Affordable Care Act (PPACA or ACA).
- 1.4.2.11 The Health Care and Education Reconciliation Act.
- 1.4.2.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
- 1.4.2.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.
- 1.4.2.14 42 C.F.R. Subchapter A, Part 2- Confidentiality of Alcohol and Drug Abuse Patient Records.
- 1.4.2.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.
- 1.4.2.16 45 C.F.R. Part 96 Block Grants.
- 1.4.2.17 45 C.F.R § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.
- 1.4.2.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

Peninsula Behavioral Health

- 1.4.2.19 Chapter 71.05 RCW Mental Illness.
- 1.4.2.20 Chapter 71.24 RCW Community Mental Health Services Act.
- 1.4.2.21 Chapter 71.34 RCW Mental Health Services for Minors.
- 1.4.2.22 Chapter 246-341 WAC.
- 1.4.2.23 Chapter 43.20A RCW Department of Social and Health Services.
- 1.4.2.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.
- 1.4.2.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:
  - 1.4.2.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. § 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.
  - 1.4.2.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.
  - 1.4.2.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
  - 1.4.2.25.4 Those specified in Title 18 RCW for professional licensing.
- 1.4.2.26 Industrial Insurance – Title 51 RCW
- 1.4.2.27 Reporting of abuse as required by RCW 26.44.030.
- 1.4.2.28 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.
- 1.4.2.29 Equal Employment Opportunity (EEO) Provisions
- 1.4.2.30 Copeland Anti-Kickback Act.
- 1.4.2.31 Davis-Bacon Act.
- 1.4.2.32 Byrd Anti-Lobbying Amendment.
- 1.4.2.33 All federal and state nondiscrimination laws and Regulations.
- 1.4.2.34 Any other requirements associated with the receipt of federal funds.
- 1.4.2.35 Any services provided to an individual enrolled in Medicaid are subject to applicable Medicaid rules.

- 1.4.3 Contractor shall comply with SBHASO policies, procedures, and practices.
- 1.4.4 Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.
- 1.4.5 Contractor shall follow definitions outlined in WAC 182-500-0070 as applicable to terms within this Contract including but not limited to:
  - 1.4.5.1 Medically necessary means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering or pain, result in an illness or infirmity, threaten to cause, or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the Individual requesting the service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.5 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or

bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

1.6 Insurance

1.6.1 For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to  
Program Lead, Salish Behavioral Health Administrative Services  
Organization  
Kitsap County Department of Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366.

1.6.2 The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.

1.6.3 Coverage shall include the following terms and conditions:

1.6.3.1 The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.

1.6.3.2 The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.

1.6.3.3 The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary

insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.

1.6.3.4 If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.

1.6.3.5 SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.

1.6.4 The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.

1.6.4.1 Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.

1.6.4.2 If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

1.6.5 Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

1.6.6 The Contractor shall have insurance coverage and limits as follows:

1.6.6.1 Comprehensive Liability

Comprehensive General Liability Insurance and  
Comprehensive Automobile Liability Insurance with limits of  
not less than:

**COVERAGE**

**LIMITS OF LIABILITY**

**Comprehensive General Liability Insurance**

- |   |                             |
|---|-----------------------------|
| a. Bodily Injury Liability                          | \$2,000,000 each occurrence |
| b. Property Damage Liability                        | \$2,000,000 each occurrence |
| OR  |                             |
| c. Combined Bodily Injury/Property Damage Liability | \$4,000,000 aggregate       |

**Comprehensive Automobile Liability Insurance**

- |                                      |  |
|--------------------------------------|--|
| a. Bodily Injury Liability           | \$2,000,000 each person<br>\$2,000,000 each occurrence |
| b. Property Damage Liability         | \$2,000,000 each occurrence                            |
| OR                                   |  |
| c. Combined Single Limit Coverage of | \$4,000,000  |

1.6.6.2 Professional Liability Insurance with limits of not less than:

**Professional Liability Insurance \$2,000,000 each occurrence**

1.7 Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

1.8 Documentation

1.8.1 Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

1.8.2 The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of

equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.

- 1.8.3 The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
- 1.8.4 The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
- 1.8.5 All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

## **SECTION 2. RELATIONSHIP OF THE PARTIES**

- 2.1 The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.
- 2.2 In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion

thereof.

- 2.3 In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

### **SECTION 3. MODIFICATION**

- 3.1 No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

### **SECTION 4. TERMINATION**

#### 4.1 Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

#### 4.2 Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

#### 4.3 Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

## **SECTION 5. LEGAL REMEDIES**

- 5.1 Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

## **SECTION 6. VENUE AND CHOICE OF LAW**

- 6.1 Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

## **SECTION 7. WAIVER**

- 7.1 No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

## **SECTION 8. NOTICES**

- 8.1 All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Wendy Sisk, CEO  
Peninsula Behavioral Health  
118 East 8th Street  
Port Angeles, WA 98362

Jolene Kron, Administrator  
Kitsap County Human Services  
614 Division St., MS-23  
Port Orchard, WA 98366-4676

**SECTION 9. PAYMENTS**

- 9.1 All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: Peninsula Behavioral Health, City of Port Angeles, County of Clallam, State of Washington
- 9.2 This contract shall not exceed the amount set forth in the contract compensation/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO's disallowed cost resolution process.

**SECTION 10. DURATION**

- 10.1 The Contractor is authorized to commence January 1, 2026, providing services pursuant to this contract. This agreement shall terminate on December 31, 2026, unless terminated sooner as provided herein.

**SECTION 11. WHOLE AGREEMENT**

- 11.1 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

**SECTION 12. SEVERABILITY**

- 12.1 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

**SECTION 13. ATTACHMENTS.**

- 13.1 The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions  
Attachment B – Statement of Work

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Peninsula Behavioral Health

Attachment C – Budget/Rate Sheet

Attachment D – Business Associate Agreement

Attachment E – Data Security and Confidentiality

Attachment F – Certification Regarding Lobbying

Attachment G – Debarment Certification

- 13.2 The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

## **ATTACHMENT A: SPECIAL TERMS AND CONDITIONS**

### **PROGRAM REQUIREMENTS**

#### **1. General**

- 1.1 Contractor shall adhere to established SBHASO protocols for determining eligibility for services consistent with this contract.
- 1.2 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.
- 1.3 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.
- 1.4 Contract shall provide Individuals with access to translated information and interpreter services as described in the Materials and Information Section of this Contract.
- 1.5 Contractor agrees to comply with the appointment wait time standards of this Contract. SBHASO shall monitor for timely access and require corrective action if Contractor fails to comply with appointment wait time standards.
- 1.6 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)(C)(iv).
  - 1.6.1 Contractor shall report new commitment data within twenty-four (24) hours.

#### **2. Materials and Information Requirements**

##### **2.1 Media Materials and Publications**

- 2.1.1 Media materials and publications developed with state funds shall be submitted to the SBHASO for written approval prior to publication. HCA must be cited as the funding source in

news releases, publications, and advertising messages created with or about HCA funding. The funding source shall be cited as: The Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

2.1.2 Materials described in subsection 2.1.1 but not paid for by funds provided under this Contract must be submitted to SBHASO for prior approval.

2.1.3 The Contractor is encouraged to submit the following items to SBHASO for approval:

2.1.3.1 News coverage resulting from interviews with reporters including online news coverage;

2.1.3.2 Pre-scheduled posts on electronic / social media sites;

2.1.3.3 When a statewide media message developed by HCA is localized; and

2.1.3.4 When SAMHSA-sponsored media campaign are localized

## 2.2 Information Requirements for Individuals

2.2.1 Upon an Individual's request, the Contractor shall provide all relevant licensure, certification and accreditation status and information.

## 2.3 Equal Access for Individuals with Communication Barriers

2.3.1 The Contractor shall assure equal access for all Individuals when oral or written language creates a barrier to such access.

### 2.3.1.1 Oral information

2.3.1.1.1 Contractor shall assure interpreter services are provided free of charge for Individuals with a preferred language other than English. This includes the provision of interpreters for Individuals who are Deaf, DeafBlind, or Hard of Hearing. This includes oral interpretation Sign Language (SL), and the use of Auxiliary Aids

and Services as defined in the Contract (42 C.F.R §438.10(d)(4)). Interpreter services shall be provided for all interactions between such Individuals and the Contractor including, but not limited to:

2.3.1.1.1.1 Customer Service

2.3.1.1.1.2 All appointments for any covered service; and

2.3.1.1.1.3 All steps necessary to file Grievances and Appeals.

2.3.1.2 Written information

2.3.1.2.1 Contractor shall provide all generally available and Individual specific written materials in a language and format which may be understood by each Individual in each of the prevalent languages that are spoken by 5 percent or more of the population.

2.3.1.2.1.1 For individuals whose preferred language has not been translated as required in this Section, the Contractor may meet the requirement of this Section by doing any one of the following:

2.3.1.2.1.1.1 Translating the material into the Individual's preferred reading language;

2.3.1.2.1.1.2 Providing the material in an audio format in the Individual's preferred language;

2.3.1.2.1.1.3 Having an interpreter read the material to the Individual in the Individual's preferred language;

2.3.1.2.1.1.4 Providing the material in another alternative medium or format acceptable to the Individual. The Contractor shall document the Individual's acceptance of the material in an alternative medium or format; or

2.3.1.2.1.1.5 Providing the material in English, if the Contractor documents the Individual's preference for receiving material in English.

2.3.1.2.1.1.6 Providing the material in English, if the Contractor documents the Individual's preference for receiving material in English.

2.3.1.3 The Contractor shall ensure that all written information provided to Individuals is accurate, is not misleading, is comprehensible to its intended audience, is designed to provide the greatest degree of understanding, is written at the sixth grade reading level, and fulfills other requirements of the Contract as may applicable to the materials.

2.3.1.4 HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials does not allow for a sixth grade reading level or the Individual's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.

2.3.1.5 Educational materials about topics or other information used by the Contractor for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention the Contracted Services.

### 3. Quality Improvement

3.1 Contractors receiving GFS or FBG funds shall cooperate with SBHASO or HCA-sponsored Quality Improvement (QI) activities.

3.2 Contractor shall adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

3.4 Contractor shall implement a Grievance process that complies with WAC 182-538C-110.

3.5 Contractor shall make information available to Individuals regarding their right to a Grievance or Appeal in the case of:

- 3.5.1 Denial or termination of service related to medical necessity determinations
- 3.5.2 Failure to act upon a request for services with reasonable promptness.
- 3.5.3 Termination of this Contract shall not be grounds for an appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.
- 3.6 Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives)
- 3.7 Contractor shall use the Integrated Co-Occurring Disorder Screen Tool (GAIN-SS found at <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss>). Contractor shall provide training for staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement. This process is subject to Corrective Action if not implemented and maintained throughout the period of contract performance.
- 3.8 Contractor shall report Critical Incidents involving individuals receiving SBHASO funded services in accordance with SBHASO Critical Incident Reporting Policy and Procedure.

4. Program Integrity

- 4.1 Contractor shall have and comply with policies and procedures that guide its officers, employees and agents to comply with Program Integrity requirements.
- 4.2 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.
- 4.3 Contractor shall have a Fraud, Waste and Abuse program which includes:
  - 4.3.1 A process to inform officers, employees, agents and subcontractors about the False Claims Act.
  - 4.3.2 Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.

- 4.3.3 Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
  - 4.3.4 The designation of a compliance officer and compliance committee that is accountable to senior management.
  - 4.3.5 Training for all affected parties.
  - 4.3.6 Effective lines of communication between the compliance officer and the Contractor's staff.
  - 4.3.7 Enforcement of standards through well-publicized disciplinary policies.
  - 4.3.8 Provision for internal monitoring and auditing.
  - 4.3.9 Provision for prompt response to detected violations, and for development of corrective action initiatives.
  - 4.3.10 Provision of detailed information to employees regarding Fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, chapter 74.66 RCW, and RCW 74.09.210.
- 4.4 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.
- 4.4.1 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.
- 4.5 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.

- 4.6 Contractor shall participate in the SBHASO Credentialing and Recredentialing process as indicated by SBHASO Policies and Procedures.
  - 4.6.1 Contractor credentialing files are confidential and are scanned into a secure imaging system. This document retrieval system is protected by user ID and password to prevent unauthorized access. These files are protected from discovery and may not be reproduced or distributed, except for confidential peer review and credentialing purposes consistent with state laws.
  - 4.6.2 When the SBHASO has reached a credentialing decision, the Contractor will be notified in writing, within 60 calendar days of the decision date. The credentialing determination notification will specify the range of actions that may be taken by the Contractor, including the appeal process.
  - 4.6.3 The Contractor has the right to:
    - 4.6.3.1 Review information submitted to support their credentialing application.
    - 4.6.3.2 Correct erroneous information.
    - 4.6.3.3 Receive the status of their credentialing or recredentialing application, upon request.
    - 4.6.3.4 Appeal the credentialing decision to the Credentialing Committee in writing within 60 days from the date the decision is communicated. Any appeals will be reviewed by the Credentialing Committee; a determination will be made within 30 calendar days of receipt and written notice will be sent. There will be no subsequent appeal to this final decision.
  - 4.6.4 If Contractor loses their accreditation, licenses, or any other essential credentialing requirements (e.g. Liability Insurance) prior to the re-credentialing period,

they must notify the SBHASO in writing within 15 calendar days.

4.6.5 Re-Credentialing: Contractor re-credentialing is performed at minimum every 36 months or as indicated by SBHASO.

4.7 Contractor shall complete monthly Exclusion Checks for all employees, volunteers, and all individuals identified on the Disclosure of Ownership Form to include:

4.7.1 Office of Inspector General

<https://exclusions.oig.hhs.gov/>

4.7.2 System for Award Management –

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

4.7.3 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.

4.8 Contractor shall submit an attestation of completion of all Exclusion checks to SBHASO by the last business day of the month.

4.9 Information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

4.10 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. Care Coordination and Priority Populations

5.1 Contractor shall provide discharge planning services which shall, at a minimum,

5.1.1 Coordinate a community-based discharge plan for each Individual served under this Contract, beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.

5.1.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring

entity. Contact with the referral agency shall be made within the first week of residential treatment.

5.1.3 Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities.

5.1.4 Coordinate, as needed, with DBHR prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs), Tribal governments and non-Tribal Indian Healthcare Providers.

5.2 Contractor shall develop and implement processes to enable information and data sharing to support Care Coordination, consistent with this Contract.

5.3 Priority admission to residential treatment must be given to the priority populations identified in this contract.

5.4 Contractor shall coordinate services to financially eligible individuals who are in need of medical services.

## 6. 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>.

## 7. 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.

## 8. 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.

9. Business Continuity and Disaster Recovery

- 9.1 Contractor shall have a primary and back-up solution for the electronic submission of the data requested by SBHASO. The solution shall utilize the Washington Technology Services – MFT portal. In the event this method of transmission is unavailable and immediate data transmission is necessary, an alternate method of encrypted submission will be considered based on SBHASO approval.
- 9.2 The Contractor shall create and maintain a business continuity and disaster recovery plan that ensures timely reinstatement of the Individual information system following total loss of the primary system or a substantial loss of functionality. The plan shall include the following:
  - 9.2.1 A mission or scope statement.
  - 9.2.2 Information services disaster recovery person(s).
  - 9.2.3 Provisions for back up of key personnel, emergency procedures, and emergency telephone numbers.
  - 9.2.4 Procedures for effective communication, applications inventory and business recovery priorities, and hardware and software vendor lists.
  - 9.2.5 Documentation of updated system and operations and a process for frequent back up of systems and data.
  - 9.2.6 Off-site storage of system and data backups and the ability to recover data and systems from back-up files.
  - 9.2.7 Designated recovery options.
  - 9.2.8 Evidence that disaster recovery tests or drills have been performed.
- 9.3 Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place. The certification must indicate the plan is up to date, the system and data backup and recovery

procedures have been tested, and copies of the Contractor plans are available for SBHASO and HCA to review and audit.

10. FISCAL REQUIREMENTS AND MONITORING

10.1 Withhold of Payment

10.1.1 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

10.2 Reimbursement

10.2.1 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.

10.3 Right to Hearing

10.3.1 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.

10.4 Monitoring

10.4.1 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:

10.4.1.1 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.

- 10.4.1.2 SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.
- 10.4.1.3 SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
- 10.4.1.4 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>)
- 10.4.1.5 SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.

## 11. Payment and Sanctions

- 11.1 The funds under this contract are dependent upon SBHASO's receipt of continued state and federal funding. If SBHASO does not receive continued state and federal funding, SBHASO may terminate this Contract in accordance with this Contract's General Terms and Conditions.
- 11.2 SBHASO will not reimburse the Contractor for any amount that exceeds the budget.
- 11.3 For all services, the Contractor must determine whether the Individual receiving services is eligible for Medicaid or has other insurance coverage.
  - 11.3.1 For Individuals eligible for Medicaid or other insurance, the Contractor must submit the claim for services to the appropriate party within twelve months from the calendar month in which the services were provided to the eligible individual.
  - 11.3.2 If the claim was incorrectly billed Contractor has an additional year to correct the claim WAC 182-502-0150.
  - 11.3.3 For those Individuals who are not eligible for Medicaid coverage, or are unable to pay co-pays or deductibles, the

Contractor may offer a sliding fee schedule in accordance with this Contract.

11.3.4 Both GFS and FBG funds may be used to spenddown qualifying medical expenses incurred such as but not limited to, voluntary and involuntary inpatient, crisis stabilization and crisis residential stays. Qualified expenses paid by SBHASO shall be used to reduce an Individual's spenddown liability.

11.4 For FBG services, the Contractor shall comply with the utilization funding agreement within the State's most recent FBG plan. The Contractor agrees to comply with Title V, Section 1911-1935 and 1941-1957 of the Public Health Services Act (42 U.S.C. §§300x-1 – 300x-9; 300x-21 – 300x-35; 300x-51 – 300x-67, as amended). The Contractor shall not use FBG funds for the following:

11.4.1 Construction and/or renovation.

11.4.2 Capital assets or the accumulation of operating reserve accounts.

11.4.3 Equipment costs over \$5,000.

11.4.4 Cash payments to Individuals.

11.5 Non-Compliance

11.5.1 Failure to Maintain Reporting Requirements – In the event the Contractor fails to maintain its reporting obligations under this Contract, SBHASO reserves the right to withhold reimbursements to the Contractor until the obligations are met.

11.5.2 Recovery of Costs Claimed in Error – If SBHASO reimburses the Contractor for expenditures under this Contract which SBHASO later finds were claimed in error or were not allowable costs under the terms of this Contract, SBHASO shall recover those costs and the Contractor shall fully cooperate with the recovery.

11.5.3 Additional Remuneration Prohibited

11.5.3.1 The Contractor shall not charge or accept additional fees from any Individual, relative, or any other person, for FBG services provided under this Contract other than those

specifically authorized by SBHASO and HCA. In the event the Contractor charges or accepts prohibited fees, SBHASO shall have the right to assert a claim against the Contractor on behalf of the Individual, per chapter 74.09 RCW. Any violation of this provision shall be deemed a material breach of this Contract.

- 11.5.3.2 The Contractor must reduce the amount invoiced to SBHASO by any sliding fee schedule amounts collected from Individuals in accordance with this contract

## 11.6 Sanctions

11.6.1 If the Contractor fails to meet one or more of its obligations under the terms of this Contract or other applicable law, HCA may:

11.6.1.1 Immediate remedial action if it is determined that any of the following situations exist:

11.6.1.1.1 The Contractor has failed to perform any of the Contracted Services.

11.6.1.1.2 The Contractor has failed to develop, produce, and/or deliver to SBHASO any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described in this Contract.

11.6.1.1.3 The Contractor has failed to perform any Administrative Function required under this Contract.

11.6.1.1.4 The Contractor has failed to implement corrective action required by SBHASO and within SBHASO prescribed timeframes.

## 12. Audit Requirements

12.1 Contractor shall comply with all applicable required audits including authority 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.F.R 75.501 audits.

12.1.1 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

12.1.2 If Contractor is not subject to OMB Super Circular audit, the SBHASO shall perform Contractor monitoring in compliance with federal requirements.

13. Federal Block Grant

- 13.1 FBG funds may not be used to pay for services provided prior to the execution of Contract, or to pay in advance of service delivery. Contract and amendments must be in writing and executed by both parties prior to any services being provided.
- 13.2 FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum Contracts shall be based on reasonable costs.
- 13.3 Contractor must receive an independent audit if the Contractor expends a total of \$1,000,000 or more in federal awards from any and/or all sources in any state fiscal year. Contractor shall submit to the SBHASO the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) days of audit reports being completed and received by Contractor. SBHASO shall follow up with any corrective actions for Contractor audit findings in accordance with 2 D.F.R. Part 200, Subpart F. SBHASO shall retain documentation of all Contractor monitoring activities; and, upon request by HCA, shall immediately make all audits and/or monitoring documentation available to the HCA.
- 13.4 SBHASO shall conduct and/or make arrangements for an annual fiscal review of each Contractor receiving FBG funds, regardless of reimbursement methodology (i.e.: fee-for-service, set rate, performance-based or cost reimbursement contracts), and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:
  - 13.4.1 Expenditures are accounted for by revenue source.
  - 13.4.2 No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.
  - 13.4.3 Expenditures are made only for the purposes stated in this Contract, and for services that were actually provided.

- 13.5 Contractor shall participate in the peer review process when requested by the HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and individuals with expertise in the field of mental health treatment (for MHBG). At least five percent (5%) of treatment providers will be reviewed.
  - 13.6 FBG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. FBG funds also cannot be provided to any individual or organization that permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the Federal Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.
14. Suspension, Debarment and Lobbying
- The Contractor shall certify, on a separate form (Attachment G), 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 F), will certify that it does not use Federal funds for lobbying purposes.
15. Data Reporting Requirements
- 15.1 Contractor shall submit complete and accurate reports and data under the Contract, including encounter data that complies with data reporting requirements promulgated by the Health Care Authority (HCA), including the Service Encounter Reporting Instructions (SERI) and the SBHASO Data Dictionary, HCA Encounter Data Reporting Guide (EDRG), and the Behavioral Health Supplemental Transactions that complies with the Behavioral Health Data Storage Guide.
  - 15.2 Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.
  - 15.3 Data shall be uploaded into the SBHASO data system within thirty (30) calendar days from the date of service or event.

16. Billing Procedures

- 16.1 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.
- 16.2 The Contractor shall submit invoices for payment no later than 30 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.
- 16.3 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. To be compliant with payment standards SBHASO shall pay or deny, 95 percent of clean claims and encounters within thirty (30) calendar days of receipt of the invoice from the Contractor, 95 percent of all claims within sixty (60) calendar days of receipt of the invoice from the Contractor, and 99 percent of claims within ninety (90) calendar days of receipt of the invoice from the Contractor.

17. Faith Based Organizations (FBO)

- 17.1 SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
  - 17.1.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
  - 17.1.2 The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
  - 17.1.3 The FBO shall report to the SBHASO all referrals made to alternative providers.
  - 17.1.4 The FBO shall provide Individuals with a notice of their rights.
  - 17.1.5 The FBO shall provide Individuals with a summary of services that includes any religious activities.
  - 17.1.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
  - 17.1.7 No funds may be expended for religious activities.

18. 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.

19. Corrective Action Process

19.1 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.

19.2 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.

19.2.1 Informal Meeting

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

19.2.2 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.

19.2.3 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.

19.2.4 Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHASO and Contractor staff shall be

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conducted to address areas of non-compliance or potential non-compliance.

**19.2.5 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.

**ATTACHMENT B: STATEMENT OF WORK - Crisis Services (Mobile Crisis Outreach, ITA Investigation Services, Next Day Appointments and LRO Monitoring and Treatment Services)**

1. General Crisis System Requirements. Contractor shall provide services that meet the following requirements:

- a. Crisis services will be available to all individuals who present with a need for crisis services in the Contractor's Service Area.
- b. Crisis services shall be provided in accordance with WAC 246-341-0901 to 0912.
- c. ITA services shall include all services and administrative functions required for the evaluation of involuntary detention or involuntary treatment of individuals in accordance with Chapter 71.05 RCW and Chapter 71.34 RCW. Crisis services become ITA services when a Designated Crisis Responder (DCR) determines an individual must be evaluated for involuntary treatment.
- d. Crisis services shall be delivered to stabilize individuals as quickly as possible and assist them with returning to a level of functioning that no longer qualifies them for crisis services.
- e. Crisis services shall be delivered in a manner that provides solution-focused, person-centered and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.
- f. Crisis Services will include the engagement of individuals in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the individual's stability.

2. Crisis System Staffing Requirements. Contractor shall comply with staffing requirements in accordance with Chapter 246-341 WAC. Each staff member working with an individual receiving crisis services must:

- a. Be supervised by a Mental Health Professional (MHP) or licensed by Department of Health (DOH).
- b. Receive annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.
- c. Have the ability to consult with one of the following (who has at least one (1) years' experience in the direct treatment of individuals who have a mental or emotional disorder.
  - i. A psychiatrist;

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- ii. A physician;
  - iii. A Physician Assistant; or
  - iv. An ARNP.
- d. The Contractor shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and be licensed by the DOH under WAC 246-341-0912. The Contractor shall incorporate the statewide DCR Protocols into the practice of their DCRs.
- e. The Contractor shall have clinicians available twenty-four (24) hours a day, seven (7) days a week who have expertise in behavioral health issues pertaining to children and families.
- f. The Contractor shall make available at least one Substance Use Disorder Professional (SUDP) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.
- g. The Contractor shall make available at least one (1) Certified Peer Counselor (CPC)/Certified Peer Support Specialist (CPSS) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.
- i. The Contractor will enhance mobile crisis services by adding CPC/CPSS.
- a. CPC/CPSSs will be required to complete the HCA CPSS continuing education curriculum for peer services in crisis environments.
  - b. MCR team supervisors of CPC/CPSSs must complete the HCA sponsored Operationalizing Peer Support training for supervisors within six months of hire.
  - c. Meet requirement for Peer Crisis Services outlined in WAC 246-341.
  - d. Contractor will submit a quarterly MRRCT CPC report that includes data on peer services and adult and youth crisis services.
- h. The Contractor shall establish and maintain policies and procedures for crisis and ITA services that implement the following requirements:
- i. No DCR or crisis 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 ITA, unless a second trained person accompanies them.
  - ii. The clinical team supervisor, on-call supervisor, or the individual professional, shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.

- iii. The second individual who responds may be a first responder, an MHP, an SUDP, or a mental health provider who has received training required in RCW 49.19.030.
- iv. No retaliation shall 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.
- v. The Contractor shall have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.
- vi. Every DCR dispatched on a crisis visit shall have prompt access to information about an individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
- vii. The Contractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide crisis services.

### 3. Crisis System Operational Requirements.

- a. Crisis services shall be available twenty-four (24) hours per day, seven (7) days per week.
  - i. Each team will adhere to the HCA Crisis team model as described in the MRRCT Best Practice Guide. Youth MRRCT will follow the MRSS model in the HCA MRRCT Best Practice Guide.
  - ii. On the initial crisis outreach service, each team follows best practice guidance, as workforce allows to include at a minimum, a Mental Health Professional (MHP), or a Mental Health Care Provider (MHCP) to provide clinical assessment and a peer trained in Crisis Services, responding jointly. MHCPs, with WAC 246-341-0302 exemption, can respond jointly with a peer in place of an MHP, as long as at least one MHP is available 24/7 for any MHCP or peer to contact for consultation. This MHP does not have to be a supervisor. Additional outreach and follow-up may include two staff as needed and when clinically appropriate to ensure the safety of the responder and the Individual as staffing allows.
  - iii. MRRCT may provide additional in-home stabilization after the initial 72-hour crisis intervention as needed up for up to eight weeks to

ensure the least restrictive care is used to stabilize Individuals in the community.

- iv. All individuals providing MRRCT services, whether they are new or previously existing staff, must complete the following trainings:
  - a. HCA-sponsored Certification Crisis Intervention Specialist II: EDGE Approach training
  - b. Trainings in Trauma Informed Care, De-escalation Techniques, and Harm Reduction; and
  - c. MRRCT shall follow the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe.

Mobile crisis outreach shall respond within the following timelines:

- 1. One (1) hour of the referral of a behavioral health emergency.
    - a. A behavioral health emergency is defined as a significant behavioral health crisis that requires an immediate in-person response within 1 hour due to the level of risk or lack of means for safety planning. Endorsed teams must follow statutory times to receive supplemental performance payment.
  - 2. Two (2) hours of the referral of an emergent crisis; and
    - a. An emergent crisis is defined as an extreme risk and requires a 2-hour response time.
  - 3. Twenty-four (24) hours of the referral of an urgent crisis.
    - a. An urgent crisis is defined as a moderate to serious risk and requires a 24-hour response.
- b. Individuals shall be able to access crisis services without full completion of intake evaluations and/or other screening and assessment processes. Crisis outreach services will be provided in accordance with WAC 246-341.
  - c. The Contractor shall document crisis calls, services and outcomes. Contractor shall comply with record content and documentation requirements in accordance with WAC 246-341-0901 to 0912.
  - d. The Contractor shall make the following services to all individuals in the Contractor's Service Area:
    - i. Crisis triage and intervention services to determine the urgency of the needs and identify the supports and services necessary to meet those needs.
    - ii. Dispatch mobile crisis or connect the individual to services.

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- iii. For individuals enrolled with a Managed Care Organization (MCO), assist in connecting the individual with current or prior service providers.
  - iv. For individuals who are American Indian/Alaskan Native, assist in connecting the individual to services available from a Tribal government or Indian Health Care Provider, if requested by the individual.
- e. Behavioral health ITA services shall be provided in accordance with WAC 246-341-0912.
- i. Services include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the individuals who are detained for involuntary treatment.
  - ii. Under no circumstances shall the Contractor deny the provision of crisis services, behavioral health ITA services, evaluation and treatment services, or secure withdrawal management and stabilization services to an individual due to an individual's ability to pay.
- f. The Contractor shall collaborate with SBHASO to develop and implement strategies to coordinate care with community behavioral health providers for individuals with a history of frequent crisis system utilization. Coordination of care strategies will seek to reduce utilization of crisis services.
- g. The Contractor shall establish protocols for providing information about and referral to other available services and resources for individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).
- h. Contractors must complete and submit the SBHASO Crisis Log daily.
- i. The time frame is 3:01 am the day prior to submission through 3:00 am the day of submission.
  - ii. Logs are to be submitted through the Provider Portal by 10:00 am the day of submission.
  - iii. Contractor performance expectation for completeness of daily crisis log data shall be 95%.
    - i. Contractor may earn performance payment for each month where monthly average for data completeness meets or exceeds 95%.
- i. Contractor shall submit a Crisis Quarterly Report due 15 days after the end of the quarter.
- j. Contractor shall submit a quarterly report outlining the number of Individuals served by CPC and narrative describing successes and challenges due 10 days after the end of the quarter.

4. Care Coordination: Filing of an Unavailable Detention Facilities Report.

a. The Contractor shall ensure its DCRs report to SBHASO and HCA when it is determined that an individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at an Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization Facility, Psychiatric Unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the individual.

b. When the DCR determines an individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities Report (No Bed Report) to the SBHASO and HCA within 24 hours. The report shall include the following:

- i. The date and time the investigation was completed;
- ii. A list of facilities that refused to admit the individual;
- iii. Information sufficient to identify the individual, including name and age or date of birth; and,
- iv. Other reporting elements deemed necessary or supportive by HCA.

c. When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment shall be conducted each day by the Contractor's DCR or MHP. This re-assessment shall include an evaluation as to whether the individual continues to require involuntary treatment or if an appropriate less restrictive alternative could meet the need of individual in crisis. If the individual still meets involuntary treatment criteria, and a bed is still not available, the DCR sends a new No Bed Report to SBHASO and HCA, the DCR or MHP works to develop a safety plan to help the individual meet their health and safety needs, and the DCR continues to work to find an involuntary treatment bed.

d. The Contractor must attempt to engage the individual in appropriate services for which the individual is eligible and report back within seven (7) business days to SBHASO. The report must include a description of all attempts to engage the Individual, any plans made with the Individual to receive treatment, and all plans to contact the Individual on future dates about the treatment plan from this encounter.

5. Next Day Appointments

a. The Contractor's crisis staff shall offer a next day appointment to any individual who meets the definition of an urgent crisis and has a presentation of signs or symptoms of a behavioral health concern.

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- b. The Contractor shall coordinate with the Salish Regional Crisis Line to ensure that next day appointments are accessible to non-Medicaid individuals accessing crisis line services.

6. Endorsed Mobile Rapid Response Crisis Teams

- a. Endorsed Mobile Rapid Response Crisis team staffing standards and service delivery shall be provided in accordance with WAC 182-140.
- b. Contractor shall submit all data from the MRRCT BHDS transaction to Salish BH-ASO no later than nine (9) calendar days after the month end to ensure Salish BH-ASO can determine when an endorsed team meets response time standards.

7. Monitoring of and Treatment for Individuals on Less Restrictive Alternative (LRA) Treatment Orders.

- a. Contractor shall ensure the provision of LRA Monitoring and Treatment for non-Medicaid individuals residing in the Contractor's Service Area.
- b. LRA monitoring shall include, at a minimum, the following:
  - i. Assignment of a care coordinator;
  - ii. An intake evaluation with the provider of the less restrictive alternative treatment;
  - iii. A psychiatric evaluation;
  - iv. A schedule of regular contacts with the provider of the less restrictive alternative treatment;
  - v. A transition plan addressing access to continued services at the expiration of the order;
  - vi. An individual crisis plan; vii. Consultation about the formation of a mental health advance directive under chapter 71.32 RCW; and
  - viii. Notification to the care coordinator assigned in (i) of this section if reasonable efforts to engage the client fail to produce substantial compliance with court-ordered treatment conditions.
  - ix. For the purpose of this section, "care coordinator" means a clinical practitioner who coordinates the activities of less restrictive alternative treatment. The care coordinator coordinates activities with the designated crisis responders that are necessary for enforcement and continuation of less restrictive alternative orders and is responsible for coordinating

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service activities with other agencies and establishing and maintaining a therapeutic relationship with the individual on a continuing basis

x. Contractor shall submit a Least Restrictive Monitoring Report monthly for each individual.

c. In addition to the minimum services listed in (b) above, the contractor shall provide the additional services below when indicated on an LR/CR Order, unless the specified service is not offered by the contractor, at which point, the contractor shall notify SBH-ASO of the circumstance within 3 business days:

- a. Medication Management
- b. Psychotherapy
- c. Nursing
- d. Substance Use Disorder counseling
- e. Residential Treatment
- f. Support for housing, benefits, education and employment; and
- g. Periodic court review

## **ATTACHMENT B-1: STATEMENT OF WORK – Assisted Outpatient Treatment**

### **Assisted Outpatient Treatment (AOT) Orders.**

- a. Contractor shall ensure the provision of AOT services for non-Medicaid individuals residing in the Contractor's Service Area in alignment with all applicable statutes.
- b. AOT Treatment Program shall include, at a minimum, the following:
  - i. An intake evaluation with the provider of the assisted outpatient treatment;
  - ii. A psychiatric evaluation;
  - iii. Assignment to AOT treatment team to include a care coordinator, peer counselor, and other staff as appropriate;
- c. Assisted Outpatient Treatment shall include, at minimum;
  - i. A schedule of regular contacts with provider staff at a minimum of once per week, as identified by individual needs;
  - ii. A transition plan addressing access to continued services at the expiration of the order;
  - iii. An individual crisis plan; and
  - iv. Coordination with court partners as identified by program requirements.
  - v. Hospital coordination as identified by program requirements,
  - vi. Coordination with Tribal partners, if an individual is identified as an American Indian or Alaskan Native who received medical or behavioral health care from a tribe.
- d. Notification to the SBH-ASO AOT Administrator:
  - a. If reasonable efforts to engage the client fail to produce substantial compliance with court-ordered treatment conditions.
  - b. Contractor shall submit the monthly "Assisted Outpatient Treatment summary report" to the SBH-ASO AOT Administrator by the 30<sup>th</sup> of the following month.
- e. Contractor shall participate in program development activities as identified by SBH-ASO.

**ATTACHMENT B-2: STATEMENT OF WORK- COMMUNITY BEHAVIORAL HEALTH  
ENHANCEMENT FUNDS**

1. General Community Behavioral Health Enhancement (CBHE) Requirements.
  - a. CBHE funding is intended to increase funding for behavioral health services provided by licensed and certified community behavioral health agencies.
  - b. The Contractor must use CBHE funds to strengthen workforce recruitment and retention.
  - c. The Contractor shall respond to SBHASO requests for documentation, as frequently as quarterly, demonstrating the use of these funds to support workforce enhancement efforts.

## **ATTACHMENT B-3: STATEMENT OF WORK – FACILITY BASED CRISIS STABILIZATION**

### **1. Facility-based Crisis Stabilization General Requirements.**

a. Crisis stabilization services are provided to individuals experiencing a behavioral health crisis. These services are to be provided in a setting which provides safety for the individual and staff, such as facilities licensed by the Department of Health (DOH) as either a Crisis Stabilization or Crisis Triage Facility.

b. Crisis Stabilization Service Program elements include:

- i. 24 hours per day/7 days per week availability
- ii. Services may be provided prior to intake evaluation.
- iii. Services must be provided by a Mental Health Professional (MHP), or under the supervision of an MHP.
- iv. Services are provided in a facility licensed by Department of Health and certified as a Crisis Stabilization Unit.
- v. Services are short-term and involve, but is not limited to, face-to-face assistance with life skills training and understanding of medication effects and follow-up services in accordance with SBH- ASO Contract and regulatory requirements.
- vi. Services may be provided as follow-up to crisis services or to those determined by an MHP to need additional stabilization services.
- vii. Have a protocol for requesting a copy of an individual's crisis plan
- viii. Have a written protocol that allows for the referral of an individual to a voluntary or involuntary treatment facility.
- ix. Have a written protocol for the transportation of an individual in a safe and timely manner, when necessary.
- x. Document all crisis stabilization response contacts, including identification of the staff person(s) who responded.

- c. Crisis Stabilization Service Outcomes include:
  - i. Evaluate and stabilize individuals in their community and prevent avoidable hospitalization;
  - ii. Provide transition from state and community hospitals to reduce length- of-stay and ensure stability prior to moving back into the community;
  - iii. Actively facilitate resource linkage so individuals can return to baseline functionality; and
  - iv. Provide follow-up contact to the individual to ensure stability after discharging from a facility
- d. Crisis Stabilization Discharge Planning Standards include:
  - i. Planning for discharge is expected to begin at admission.
  - ii. Prior to any planned discharge, the contractor must provide a referral to a behavioral health provider for outpatient services and information regarding available crisis services and community-based supports.
  - iii. Prior to any unplanned discharge, the program shall review current risk and necessary supports.
    - a. If significant risk is indicated, program staff shall request ongoing services to continue stabilization or request for Mobile Crisis Outreach.
    - b. The contractor must provide a referral to a behavioral health provider for outpatient services and information regarding available crisis services and community-based supports.

2. Contractor shall receive reimbursement for Crisis Stabilization services in accordance with and not to exceed resources detailed in Attachment C: Budget/Rate Sheet.

## **ATTACHMENT B-4: STATEMENT OF WORK – JAIL SERVICES**

### **1. General Jail Transition Services Requirements.**

- a. Contractor must provide transition services to persons with mental illness and/or co-occurring disorders to expedite and facilitate their return to the community.
- b. Contractor shall coordinate with local and Tribal law enforcement, courts, and jail personnel to meet the needs of Individuals detained in city, county, Tribal, and regional jails.
- c. 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 Chapter 71.24 RCW. The Contractor must conduct intake evaluation, assessments, and screenings for these Individuals and when appropriate provide transition services prior to their release from jail.
- d. The Contractor shall assist individuals with mental illness in completing and submitting an application for medical assistance prior to release from jail.
- e. The Contractor shall assist individuals with mental illness and/or co-occurring disorders with the coordination of the re-activation of Medicaid benefits if those benefits were suspended while the individual was incarcerated, which may involve coordinating the submission of prior-authorization with the managed care organization or the Fee-For-Service Medicaid Program.

### **2. Pre-release Services. Pre-release services shall include:**

- a. Mental health and substance use disorder (SUD) screening for individuals who display behavior consistent with a need for such screening who submit a Health Kite requesting services, or have been referred by jail staff, are on a Mental Health Sentencing Alternative, or officers of the court.
- b. Intake Evaluation, Assessment, and Screenings (Mental health) for Individuals identified during the mental health screening as a member of a priority population.
- c. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
- d. Other prudent pre-release and pre-trial case manage and transition planning.
- e. Direct mental health or substance use disorder services to individuals who are in jails that have no mental health staff working in the jail providing services.

### 3. Post-release Services.

- a. Contractor shall coordinate or provide post-release outreach to ensure follow-up for mental and other services (e.g. substance use disorder) to stabilize individuals in the community.
- b. Contractor may provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.

### 4. Reporting

- a. The subcontractor will submit a quarterly jail transition services report by 30th day following the end of the prior quarter. The report must be submitted to SBH-ASO via the Provider Portal. The report will include the following:
  - i. Number of Jail Transition Services provided;
  - ii. Number of Individuals served with Jail Transition funding;
  - iii. Narrative describing Jail Transition Services provided;
  - iv. Narrative describing barriers to providing Jail Transition Services; and
  - v. Narrative describing strategies to overcome identified Jail Transition Services barriers.

### 5. Peer Pathfinders for Transitions from Incarceration Pilot

- a. The Peer Pathfinders Transition from Incarceration Pilot Program is intended to serve those who are exiting correctional facilities in Washington State who have either a serious mental illness, a SUD, or co-occurring conditions.
  - i. Participation in the program is voluntary.
  - ii. The Peer Pathfinders will attempt to engage Individuals in planning their discharge. BH-ASO contracted jail transition teams will help the Peer Pathfinder identify potential participants.
  - iii. The Peer Pathfinder will work with the Individual on transitioning out of incarceration and into community-based services to address identified needs.
  - iv. These supports may include spending time establishing social

support, helping with independent living skills, developing coping skills, and community adjustment skills.

The hand-off between the Peer Pathfinder and the community behavioral health provider who is providing behavioral health services will be gradual and based on the Individual's needs and their person-centered plan.

- v. The anticipated duration of in-community Peer Pathfinder services is 120 calendar days with extensions granted by the BH-ASO on a case- by-case basis.

b. Staffing Requirements

- i. Peer Pathfinder is required to complete the Intersections of Behavioral Health and the Law training, within ninety (90) calendar days of training being made available.
- ii. Peer Pathfinder will work with an average of six to twelve program Individuals. Peer Pathfinders shall routinely engage and interact with potential program Individuals.
- iii. Participate in statewide Peer Pathfinder administrative support conference calls/coordination meetings as scheduled.
- iv. Participate in Peer Pathfinder training events scheduled by HCA.
- v. Complete the current HCA Peer Pathfinder Jail Transition report log and submit to SBH-ASO via the Provider Portal quarterly. The first report is due April 15, 2022 (January-March), and quarterly thereafter on July 15 (April-June), October 15 (July-September), and January 15 (October-December).
- vi. Coordinate activities with the Jail Transitions Team and Trueblood Programs where applicable.
- vii. The Peer Pathfinder Job Description must contain the following elements:
  - 1. Required Qualifications include:
    - a. Lived experience of mental health recovery and the willingness to share his/her own experiences.
    - b. Ability to work flexible hours.
    - c. Valid Washington Driver's license or the ability to travel via public transportation.

- d. Ability to meet timely documentation requirements.
- e. Ability to work in a cooperative and collaborative manner as a team member with Hospital staff, MCO/BH-ASO staff, and program Individuals.
- f. Strong written and verbal communication skills.
- g. General office and computer experience.
- h. Washington Certified Peer Specialist with at least two years' experience working as a peer preferred.
- i. Dress professionally and appropriately.

2. Desired Qualifications include:

- a. Ability and experience working with people from diverse cultures.
- b. Familiarity with the criminal court system.
- c. Ability to form trusting and reciprocal relationships.

c. Peer Pathfinder Program Duties:

- i. In conjunction with the BH-ASO Jail Transitions team, the Peer Pathfinder will work to engage Individuals eligible for Jail Transitions services. The Peer Pathfinder shall work directly with Individuals upon release and follow them through their transition back into the community to ensure linkage relevant services for their recovery.
- ii. The Peer Pathfinder shall support the jail transition team with release planning to include the following:
  - a. Function as a member of the Individual's jail transition team.
  - b. Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
  - c. Coordinating in conjunction with release planning efforts

for the Individual to travel back to his or her community.

- iii. The frequency and duration of Peer Pathfinder services will be determined by the Individual's needs, the service level required to help the Individual stay safely in the community, and caseload prioritization. Peer Pathfinder services will be decreased when the Individual is receiving behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Pathfinder's support.
  - a. The Peer Pathfinder shall facilitate a "warm hand-off" to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:
    - i. Function as a member of the Individual's jail transition team.
    - ii. Identify Individual-perceived barriers to discharge, assist the individual with working through barriers and assure the Individual that they will be supported throughout the process.
    - iii. Coordinating in conjunction with release planning efforts for the individual to travel back to his or her community.
- iv. Examples of Peer Pathfinder engagement activities may include:
  - a. Interacting with potential participants.
  - b. Developing a trusting relationship with participants.
  - c. Promoting a sense of self-direction and self-advocacy.
  - d. Sharing their experiences in recovery.
  - e. Helping motivate through sharing the strengths and challenges of their own illness.
  - f. Considering the Individual's medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.
  - g. Helping the Individual plan how they will successfully manage their life in the community.
  - h. Educating Individuals about resources in their home community.

- i. When requested by the Individual join in treatment team meetings if there are no safety concerns. Help to convey the Individual's perspectives and assist the Individual with understanding the process.
- v. Community-based post-release activities will include:
  - a. Assisting the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Pathfinder may be identified as a non-crisis resource in the plan.
  - b. Work to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
  - c. Support the Individual in developing skills to facilitate trust- based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
  - d. Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain, and maintain housing, etc.
  - e. Support the Individual in developing skills to schedule, track and attend appointments with providers.
  - f. Assist the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Pathfinder should also help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider.
    - i. Explore supported employment that addresses the following:
      - 1. Employment goals and how they relate to recovery.
      - 2. The availability of additional training and education to help the Individual become employable.

3. The array of employment programs and supported employment opportunities available within the region.
- 
- vi. Peer Pathfinders should demonstrate that recovery is possible and model the ten components of recovery as defined in the SAMHSA Consensus Statement on Mental Health Recovery (<http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf>).
  - vii. The Peer Pathfinder team, including Peer Pathfinder Supervisor will:
    - a. Participate in statewide Peer Pathfinder Program administrative support conference calls as applicable.
    - b. Participate in Peer Pathfinder Training events scheduled by DBHR.
    - c. Ensure the Peer Pathfinders complete the Peer Pathfinder Jail Transition report log monthly and submit logs to the SBH-ASO via the Provider Portal by the 10<sup>th</sup> of the month.

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- d. Coordinate and communicate Peer Pathfinder team schedules for participating at the inpatient settings with Peer Pathfinder coordinator.

## **ATTACHMENT B-5: STATEMENT OF WORK – Mental Health Outpatient Services**

### 1. Purpose.

Contractor shall provide services to promote treatment, intervention and recovery for adults and youth with mental health diagnoses.

### 2. Eligibility

a. Contractor shall provide non-crisis behavioral health services (see Level of Care Policy), within available resources, to Individuals who meet financial eligibility standards.

- i. An Individual may be served if they do not qualify for Medicaid,
- ii. have income up to two-hundred twenty percent (220%) of the federal poverty level,
- iii. meet the medical necessity criteria (when applicable) for all services provided to them,
- iv. and meet at least one of the following:
  1. Are uninsured,
  2. Have insurance, but are unable to pay the co-pay or the deductible for services,
  3. Are using excessive Crisis Services (three (3) crisis contacts within 30 days) due to inability to access non-crisis behavioral health services,
  4. Have more than five (5) visits over six (6) months to the emergency department, detox facility, or a sobering center due to a Substance Use Disorder.

b. Contractor will conduct inquiry regarding each individual's continued financial eligibility no less than once per month and document such in the individual record.

### 3. Priority Population

a. Contractor shall provide Mental Health Outpatient Services, within available resources, in no particular order to the following priority populations:

- i. Individuals transitioning from inpatient or residential care to outpatient care,
- ii. Individuals utilizing excessive crisis services due to an inability to access non-crisis behavioral health services,
- iii. Individuals utilizing excessive emergency department services due to their behavioral health needs.

4. Treatment Services

- a. Services are to be provided in accordance with Attachment C: Budget/Rate Sheet and within available resources.
- b. Contractor shall provide outpatient intervention, assessment and treatment services to individuals determined to have a mental illness by a Mental Health Professional (MHP) in a face-to-face intake/assessment, and in accordance with WAC 246-341.
  - i. Contractor shall refer individuals who may be better served by a specialty outpatient program, such as PACT or New Journey's, as appropriate.

5. For Federal Block Grant funded services - Independent Peer Review Required

- a. Contractors must participate in the statewide independent peer review process when requested by HCA. Treatment programs will be reviewed by MHP's as experts in the field of mental health treatment.
- b. Contractors will be included in a pool of peer reviewers annually. If identified, the Contractor will participate in the peer review process under the direction of the Department of Health.

**ATTACHMENT B-6: STATEMENT OF WORK – NEW JOURNEYS FIRST EPISODE PSYCHOSIS PROGRAM**

1. New Journeys First Episode Psychosis Program General Requirements

- a. New Journeys Coordinated Specialty Care (NJ CSC) is a service delivery model designed to meet the needs of those experiencing a first episode of psychosis with treatment provided as a wraparound intensive outpatient service. Treatment provides evidence-based health and recovery support interventions for youth and young adults when first diagnosed with Severe Mental Illness (SMI)/Severe Emotional Disturbance (SED).
- b. NJ CSC services are delivered by multi-disciplinary mental health providers who work as a team and provide treatment, rehabilitation, and supports to assist individuals to achieve their goals.
- c. The service array is provided on an outpatient basis with options for home and community settings, based on the individual's own needs and what they identify as helping them achieve a more meaningful life.
- d. The service components include individual and/or group psychotherapy, family psychoeducation and support, medication management, and peer support.
- e. NJ CSC Team is a full fidelity that serves up to 30 individuals, engages in ongoing NJ training with University of Washington (UW) and Washington State University (WSU), has an HCA approved New Journeys Attestation, and actively participates in the NJ fidelity review process.

2. Individuals Served

- a. New Journeys is an evidenced based, multidisciplinary Coordinated Specialty Care (CSC) model for youth and adults, ages of 15-40, who are experiencing first episode psychosis (FEP). A primary focus of the program is targeted program recruitment to decrease the Duration of Untreated Psychosis (DUP).
  - i. Contractor shall provide services for up to 2 eligible non-Medicaid individuals, per month, within an established New Journeys Program.
- b. To be eligible for any service under this Contract, an Individual must meet the program eligibility criteria, as well as one of the following for the GFS service:
  - i. Does not qualify for Medicaid,
  - ii. Is underinsured, or
  - iii. Has no funding.
- c. Federal Poverty (FPL) guidelines are not a factor in program eligibility.
- d. SBHASO shall delegate eligibility functions to Contractor. SBHASO shall monitor Contractor's use of such protocols and ensure appropriate compliance in determining eligibility.

4. Contractor shall receive reimbursement for New Journeys Coordinated Specialty Care services in accordance with and not to exceed resources detailed in Attachment C: Budget/Rate Sheet.

## **ATTACHMENT B-7: Statement of Work – Peer Bridger**

### 1. Peer Bridger Program Overview

The Peer Bridger Program is intended to serve those who are currently at Western State Hospital (WSH), Eastern State Hospital (ESH), Evaluation and Treatment centers or community hospitals with inpatient mental health beds and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Participation in the program is voluntary. The Peer Bridgers will attempt to engage Individuals in planning their discharge. Hospital staff and the IMC/BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants.

The Peer Bridger will transition from spending time on social support and begin offering assistance with independent living skills, coping skills and community adjustment skills. The hand-off between the Peer Bridger and the community behavioral health provider who is providing mental health services will be gradual and based on the Individual's needs and their person-centered plan. The anticipated duration of in-community Peer Bridger services is 120 days with extensions granted by the BH-ASO on a case-by-case basis.

The Peer Bridger is not a case manager, discharge planner or a crisis worker. However, the Peer Bridger can bring the Individual's perspective into the provision of those services.

### 2. Peer Bridger Program Duties

- a. The Peer Bridger will work with an average of six to twelve (6-12) program Individuals. Prior to hospital discharge the majority of the work will be inside the state or local psychiatric hospitals or Evaluation and Treatment facilities. Post-discharge activities will be in the community. Peer Bridgers shall routinely engage and interact with potential program participants.
  - i. Subcontractor is an agency licensed as a Community Behavioral Agency by DOH to provide recovery support services.
  - ii. After being recruited, and prior to beginning hospital related activities, the Peer Bridger or Peer Bridger team will:
    1. Participate in statewide Peer Bridger Orientation and training.
    2. Participate in statewide specialized training as requested by the inpatient settings.
      - a. Complete required non-disclosure, Acknowledgement of Health Care Screening for Contractors and other required forms, as requested by the inpatient setting.
- b. The same Peer Bridger shall work directly with Individuals and potential Individuals and follow the Individuals into the community setting to ensure consistency with the "bridging" process. After discharge, the time spent between the community, and the inpatient setting shall be adjusted to

respond to Individuals in the hospital and Individuals in the community. In conjunction with the MCO/BH-ASO Hospital Liaisons and State Hospital Peer Bridger Liaison (identified during orientation), the Peer Bridger will work to engage potential Individuals. These Individuals may:

- i. Have been on the hospital "referred for active discharge planning"; or
- ii. Be individuals with multiple state hospitalizations or involuntary hospitalizations; or
- iii. Be individuals with hospital stays of over one year; or
- iv. Be individuals whom hospital staff and/or the Hospital Liaison have been unable to engage in their own discharge planning; or
- v. Be individuals who require additional assistance to discharge and/or need support in the community.

c. Examples of Peer Bridger engagement activities may include:

- i. Interacting with potential participants.
- ii. Developing a trusting relationship with participants.
- iii. Promoting a sense of self-direction and self-advocacy.
- iv. Sharing their experiences in recovery.
- v. Helping motivate through sharing the strengths and challenges of their own illness.
- vi. Considering the Individual's medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.
- vii. Helping the Individual plan how they will successfully manage their life in the community.
- viii. Educating Individuals about resources in their home community.
- ix. Join with the Individual (when requested by the Individual) in treatment team meetings if there are no safety concerns. Help to convey the Individual's perspectives and assist the Individual with understanding the process.

d. The Peer Bridger shall support the Individual in discharge planning to include the following:

- i. Function as a member of the Individual's hospital discharge planning efforts.
- ii. Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
- iii. Coordinating in conjunction with discharge planning efforts for the Individual to travel back to his or her community.
- iv. The Peer Bridgers may conduct routine weekly hospital-based engagement groups for any individual willing to participate.

e. Peer Bridger team duties:

- i. Participate in monthly statewide Peer Bridger Program

- administrative support conference calls.
  - ii. Participate in Peer Bridger Training events scheduled by HCA.
  - iii. Complete the current HCA Peer Bridger report/log, submit log to SBH-ASO via provider portal by the 10th of every month, enter program enrollment start and stop dates into Behavioral Health Data System (BHDS), and enter encounters using the rehabilitation case management code.
  - iv. Participate in hospital and IMC/BH-ASO Peer Bridger training.
  - v. Coordinate activities with the IMC/BH-ASO hospital liaison.
  - vi. Attend and participate in Peer Bridger team coordination meetings as directed by HCA and SBH-ASO.
  - vii. Meet the documentation requirements of the inpatient setting and their employer.
- f. Community-based post-discharge activities will include:
- i. The frequency and duration of community-based Peer Bridger services will be determined by the Individual's needs, the service level required to help the individual stay safely in the community and caseload prioritization. Peer Bridger services will be decreased when the Individual is receiving behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Bridger's support. The Peer Bridger shall facilitate a "warm hand-off" to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:
    - 1. Being present and supportive during the Individual's first appointment and during the intake evaluation, primary provider or prescriber appointments, etc.
    - 2. Helping the Individual complete any necessary paperwork for receiving Behavioral Health services.
    - 3. Supporting the Individual's self-advocacy in the development of their own community treatment plan and treatment activities.
  - ii. The Peer Bridger may assist the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Bridger may be identified as a non-crisis resource in the plan.
  - iii. The Peer Bridger shall:
    - 1. Attempt to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
    - 2. Help the Individual develop skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
    - 3. Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work

- effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain and maintain housing, etc.
4. Help the Individual develop skills to schedule, track and attend appointments with providers.
  5. Help the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Bridger should also help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider.
  6. Explore supported employment that addresses the following:
    - a. Employment goals and how they relate to recovery.
    - b. The availability of additional training and education to help the Individual become employable.
    - c. The array of employment programs and supported employment opportunities available within the region.
- g. Peer Bridgers should demonstrate that recovery is possible and model the ten components of recovery as defined in the SAMHSA Consensus Statement on Mental Health Recovery.
- h. The Peer Bridger team, including Peer Bridger Supervisor will:
- i. Participate in monthly, statewide Peer Bridger Program administrative support conference calls.
    - i. Participate in bi-annual Peer Bridger Training events scheduled by HCA.
    - ii. Ensure that Peer Bridgers Complete tracking logs on a monthly basis and submit logs to HCA via secured or encrypted emails.
    - iii. Coordinate and communicate Peer Bridger team schedules for participating at the inpatient settings with Peer Bridger coordinator.
    - iv. Participate in statewide Peer Bridger program administrative support conference calls.
- j. The Peer Bridger Job Description must contain the following elements:
- i. Required Qualifications
    1. Lived experience of mental health recovery and the willingness to share his/her own experiences.
    2. Ability to work flexible hours.
    3. Valid Washington Driver's license or the ability to travel via public transportation.
    4. Ability to meet timely documentation requirements.
    5. Ability to work in a cooperative and collaborative manner as a team member with Hospital staff, MCO/BH-ASO staff, and program Individuals.
    6. Strong written and verbal communication skills.

7. General office and computer experience.
8. Washington Certified Peer Specialist with at least two years' experience working as a peer.
9. Dress professionally and appropriately.

ii. Desired Qualifications

1. Ability and experience working with people from diverse cultures.
2. Experience with state hospital system.
3. Ability to form trusting and reciprocal relationships.

3. Peer Bridger Participants Relief Funds

- a. Peer Bridger Participants Relief Funds assist Individual's with engaging, re-engaging, and service retention with services aligned/associated with continuing in treatment for mental health and/or SUD.
- b. Subcontractor shall track Peer Bridger Participant Relief Funds. Contractor shall submit the Peer Bridger Participant Treatment Engagement Resources report to SBH-ASO with the Peer Bridger Log into the SBH-ASO Provider Portal by the 10th of the following month.
- c. Peer Bridger Participant Relief Funds may be used to purchase recovery supports, but are not limited to the following items:
  - i. Bus passes for Individual's transportation to treatment;
  - ii. Individual's clothing for employment interviews; and
  - iii. Individual's data minutes for pay-as-you go mobile phone or device.

4. Governor's Funding

- a. Rental vouchers and Bridge Program Funds are intended to reduce instances where an individual leaves a state operated behavioral or private behavioral health facility directly into homelessness.
- b. These subsidy funds must prioritize individuals being discharged from state operated behavioral health facilities.
  - i. Eligible uses for subsidy funds include:
    1. Identification documents and/or application documents (including background and credit check fees)
    2. Moving expenses (moving truck and supplies)
    3. Transitional housing fees for rent at accredited recovery homes (up to two months)
    4. Move-in costs permanent housing (first/last months' rent, deposits, and fees)
    5. Costs for certain home sustainability items (mattress, appliances, lights, cleaning supplies)
    6. Max funding per enrollee is estimated at \$3,000 (ETR can be requested on a case-by-case basis)
    7. Barrier removal cost (past due utilities, rental debt, short term hotel while seeking housing). Additional requests can be made on a case-by-case basis.

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- c. Complete the current SBH-ASO Behavioral Health Housing log via provider portal by the 10th of every month.

## **ATTACHMENT B-8: Statement of Work – Substance Use Outpatient Services**

### 1. Purpose.

Contractor shall provide services to promote treatment, intervention and recovery for adults and youth with substance use disorder.

### 2. Eligibility

a. Contractor shall provide non-crisis behavioral health services (see Level of Care Policy), within available resources, to Individuals who meet financial eligibility standards.

- i. An Individual may be served if they do not qualify for Medicaid,
- ii. have income up to two-hundred twenty percent (220%) of the federal poverty level,
- iii. meet the medical necessity criteria (when applicable) for all services provided to them,
- iv. and meet at least one of the following:
  1. Are uninsured,
  2. Have insurance, but are unable to pay the co-pay or the deductible for services,
  3. Are using excessive Crisis Services (three (3) crisis contacts within 30 days) due to inability to access non-crisis behavioral health services,
  4. Have more than five (5) visits over six (6) months to the emergency department, detox facility, or a sobering center due to a Substance Use Disorder.
  5. Youth presenting without a parent.

b. Contractor will conduct inquiry regarding each individual's continued financial eligibility no less than once per month and maintain documentation of this review in accordance with records retention requirements.

### 3. Priority Population

- a. Substance Use Prevention, Treatment and Recovery Supports(SUPTRS) services shall be provided in the following priority order to:
- i. Pregnant individuals injecting drugs,
  - ii. Pregnant individuals with substance use disorder,

- iii. Women with dependent children
  - iv. Individuals injecting drugs.
- b. Contractor shall provide SUPTRS services, within available resources, in no particular order to the following additional priority populations:
- i. Postpartum women up to one (1) year, regardless of pregnancy outcome,
  - ii. Patients transitioning from residential care to outpatient care,
  - iii. Youth,
  - iv. Legal Offenders

#### 4. Treatment Services and Supports

- a. Services are to be provided in accordance with contract budget and within available resources.

b. Treatment Services

- i. Contractor will provide outpatient treatment services as indicated above.
- ii. Subject to availability of funds, eligible Individuals must not be denied regardless of their:
  - 1. Drug(s) of choice
  - 2. Use of legally prescribed medications
  - 3. Use of over-the-counter nicotine cessation products or participation in a nicotine replacement therapy regimen.

c. Ensure Interim Services

- i. Within 48 hours of seeking treatment.
- ii. To include:
  - 1. Counseling on the effects of alcohol and drug use on the fetus for the pregnant woman
  - 2. Prenatal care for the pregnant woman
  - 3. Human immunodeficiency virus (HIV) and tuberculosis (TB) education
  - 4. TB treatment services if necessary for Individuals Using Intravenous Drugs
- iii. Ensure each individual who requests and is in need of treatment for intravenous drug use and/or PPW are admitted to programs of such treatment not later than fourteen (14) days after making the request for admission.

d. Outreach Services

- i. May be specifically designed to reduce transmission of HIV and encourage IUID to undergo treatment.
- ii. Supporting individuals who have challenges engaging in services under the traditional treatment model.
- iii. Provide community-based intervention to increase access to treatment and recovery.

e. Tuberculosis screening.

- i. The Contractor must directly or through arrangement with other public entities, make tuberculosis services available to each individual receiving SUD treatment. The services must include counseling, testing, education and providing for referring infected with tuberculosis for appropriate medical evaluation and treatment.
- ii. The Contractor must conduct case management activities to ensure the Individual receives tuberculosis services.

f. Services Specific to Pregnant, Parenting, and Post-partum Women (PPW)

- i. Contractor will publicize the availability of treatment services to PPW at the facilities as well as the fact that PPW receive priority admissions.
- ii. PPW receiving treatment are treated as a family unit.
- iii. The following services are provided directly, or arrangements are made for provision to the following services with sufficient case management and transportation to ensure women and their children have access to services as follows:
  1. Primary medical care for women, including referral for prenatal care and childcare while the women are receiving such services.
  2. Primary pediatric care including immunization for their children.
  3. Gender specific SUD treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting are provided.
  4. Provide, directly or through arrangement, childcare to Individual participating in treatment activities and support activities to include support groups, parenting education, and other supportive activities as recommended in treatment plan.
  5. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their

developmental needs, their issues of sexual abuse, physical abuse and neglect.

- iv. Additional Assessment Services Specific to PPW
  1. Standard assessment must also include review of gestational age of fetus, mother's age living arrangements and family support data.
  2. A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours.

- v. Childcare
  1. Childcare services are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296A.
  2. Contractor shall provide the parent with information to assist in selection of an off-site childcare provider when on-site childcare is not available. This must include direction to the DEL website for information on services and information on selecting childcare providers.

g. Opioid Substitution Therapy (OST)

- i. OST providers must maintain accreditation from the Center for Substance Abuse Treatment (CSAT) and comply with all current Federal and State regulatory requirements.

h. Recovery Supports

- i. Recovery supports are a broad range of non-clinical services that assist individuals and families to initiate, stabilize, and maintain long-term Recovery from behavioral health disorders including mental illness and SUDs.
- ii. Recovery supports must be provided within the guidelines of Federal Block Grants.

5. Waitlist and Capacity Management

- a. If SUD treatment services are not available due to limitations in a Contractor's capacity the Individual is referred to another Provider.
- b. Contractor must report to SBHASO when they have reached 90% of agency capacity.
- c. SBHASO requires all Contractors to screen for SUPTRS priority populations and maintain appropriate wait lists. SBHASO includes

SUPTRS priority population and waiting list criteria on the authorization request form that Contractor must complete and submit. SBHASO maintains a waitlist and coordination of care is arranged with the provider network.

6. Charitable Choice requirements must be followed.
  - a. Faith-Based Organizations (FBO) Contractors may:
    - i. Retain authority over its internal governance
    - ii. Retain religious terms in its name
    - iii. Select board members on a religious basis
    - iv. Include religious reference in the mission statement and other governing documents.
    - v. Use space in its facilities.
  - b. Faith-Based Organizations (FBO) Contractors must:
    - i. Facilitate a referral to an alternative provider within a reasonable time frame when requested by an individual.
    - ii. Reports to SBHASO all referrals made to other providers.
    - iii. Provide individuals with a notice of their rights.
    - iv. Provide recipients with a summary of services that includes any inherently religious activities.
    - v. Funds received from Federal Block grants must be segregated in a manner consistent with Federal regulations.
    - vi. No funds may be expended for religious activities such as worship, religious instruction or proselytization.
    - vii. In delivering services, FBO cannot discriminate against current or prospective program participants based upon:
      1. Religion
      2. Religious belief
      3. Refusal to hold a religious belief
      4. Refusal to actively participate in a religious practice.
    - viii. If the Contractor is an FBO they must:
      1. Use generally accepted auditing and accounting principles to account for SUPTRS funds similar to other nongovernmental organizations.
      2. Segregate Federal funds form non-Federal funds.
      3. Subject Federal funds to audits by the government.
      4. Apply Charitable Choice requirements when other funds are commingled with SUPTRS.

## 7. Independent Peer Review Required

Contractors must participate in the statewide independent peer review process when requested by DSHS as outlined in the SUPTRS. Treatment

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programs will be reviewed by SUDP's as experts in the field of Substance Use Disorder treatment.

- a. Contractors will be included in a pool of peer reviewers annually. If identified, the Contractor will participate in the peer review process under the direction of the Department of Health.

**ATTACHMENT B-9: STATEMENT OF WORK – Trueblood Crisis Services Enhancement**

1. Trueblood Crisis Services Enhancement (TCSE) General Requirements
  - a. TCSE funding is intended to ensure provision of short-term behavioral health assistance within a crisis triage/stabilization facility or community-based crisis services for individuals identified as potential Trueblood Class Members experiencing crisis related symptoms. Trueblood Class Members are adults that have been:
    - i. detained in city and county jails and are awaiting competency evaluation or restoration services and/or
    - ii. individuals who have previously received competency restoration services and have been released and remain at-risk for re-arrest or re-institutionalization, or
    - iii. individuals that have the potential to become class members.
  - b. For individuals served within a crisis stabilization center, which are deemed as either homeless or living in inadequate housing arrangements, can be offered an emergency hotel/motel voucher, if it is determined by the Contractor to meet the needs of the individual and the individual will be referred to HARPS, FHARPS, or other supportive housing programs in the region.
  - c. The Contractor shall not use funds for services and programs that are covered under the capitation rate for Medicaid-covered services to Medicaid enrollees.
  - d. The Contractor shall submit a spending plan to SBH-ASO detailing the intended use of their TCSE funds, and wait for approval, prior to any expenditure. Examples of enhancements that may be included in a spending plan included:
    - i. Staff hiring and retention bonuses,
    - ii. Community or facility-based crisis staff wage increases,
    - iii. Training for staff working in community-based crisis response and/or crisis stabilization facilities,
    - iv. Activities support or increase law enforcement officers diverting people experiencing a behavioral health crisis from jail and/or arrest,
    - v. Technology improvements
    - vi. One-time vehicle purchase (up to \$35,000)
  - e. The Contractor shall invoice for TCSE within 30 days of the expense, and provide supporting source documents (payroll summary, purchase order, receipts, etc.).

## **ATTACHMENT B10: STATEMENT OF WORK – TRANSPORTATION SUPPORT**

The Contractor may provide transportation support to individuals to and from treatment related events including support and recovery focused activities.

### **1. Eligibility**

- A. Individuals who do not qualify for Medicaid.
- B. Individuals on Medicaid who cannot access Medicaid transportation services.
  - i. Must include client specific documentation of attempt to use Medicaid transportation and denial of services or reason the individual is unable to access Medicaid funded transportation services.
- C. Drivers must have:
  - i. A valid driver's license.
  - ii. Active insurance.

### **2. Independent Transportation Agencies**

- a. Independent transportation agencies must ensure any provider including transportation network companies and individual drivers meet specific minimum requirements.
- b. Those minimum requirements are:
  - i. Each provider or individual driver is not excluded from participation in any federal health care program (as defined in section 1128B(f) of the Act) and is not listed on the exclusion list of the Inspector General of the U.S. Department of Health and Human Services.
  - ii. Each such provider has in place a process to address any violation of a state drug law.
  - iii. Each such provider has in place a process to disclose to the SBH-ASO the driving history, including any traffic violations, of each such individual driver employed by such provider, including any traffic violations.

### **3. Vehicle Purchase (Specific to program requirements). Transportation funds are not authorized for vehicle purchase without explicit coordination.**

- A. Funds provided for vehicle purchases may be used for the following purposes:
  - a. Purchasing a vehicle to be used in the delivery of behavioral health services.
  - b. Purchasing and/or installation of additional safety/security equipment for vehicle.
  - c. Purchasing a vehicle maintenance plan or maintenance services.

### **4. Documentation**

- A. Documentation must be submitted with invoices for reimbursement.
  - a. SBHASO Transportation Tracker
  - b. Receipts or mileage log

**ATTACHMENT C: BUDGET**

Agency:  
Contract Number:

<b>Peninsula Behavioral Health</b> <b>KC-067-26</b>
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<b>PROGRAM/Line Item</b>	<b>Fund Source</b>	<b>Contract Period Amount</b>		<b>TOTAL</b>
		1/1/2026-12/31/2026		
<b>CRISIS SERVICES</b>				
<i>Mobile Crisis Outreach</i>	SUPTRS	\$50,000		\$50,000
<i>Mobile Crisis Outreach</i>	GFS	\$1,550,000		\$1,550,000
<i>Facility Based-Crisis Stabilization</i>	GFS	\$80,000		\$80,000
<i>Trueblood crisis enhancement</i>	GFS	\$48,000		\$48,000
AOT Treatment Services	GFS	\$42,000		\$42,000
AOT Program Coordinator	GFS	\$48,000		\$48,000
Next Day Appointment for Urgent BH Follow-up	GFS	\$62,298		\$62,298
LRA Treatment Services Add-on	GFS	\$9,000		\$9,000
LR/CR Outpatient Monitoring	GFS	\$6,120		\$6,120
<b>Program Total</b>		\$1,895,418		\$1,895,418
<b>Mental HEALTH</b>				
<i>MH Outpatient</i>	MHBG	\$50,000		\$50,000
<i>Peer Bridger</i>	GFS	\$100,000		\$100,000
<i>Behavioral Health Enhancement Funds</i>	GFS	\$57,478		\$57,478
New Journeys	GFS	\$58,000		\$58,000
<b>Program Total</b>		\$265,478		\$265,478
<b>SUD PROGRAMS</b>				
<i>SUD Outpatient</i>	GFS	\$20,000		\$20,000
<b>Program Total</b>		\$20,000		\$20,000
<b>OTHER PROGRAMS</b>				
<i>Jail Transitions</i>	GFS	\$66,552		\$66,552
<i>Transportation</i>	MHBG	\$6,000		\$6,000
<b>Program Total</b>		\$72,552		\$72,552
<b>CONTRACT TOTAL</b>		\$2,253,448		\$2,253,448

## ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) is effective as of the 1st day of January 2026, (“**Effective Date**”) by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (SBHASO) and Peninsula Behavioral Health (PBH) (**Contractor**) (individually, a “**Party**” and, collectively, the “**Parties**”).

- A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, “**HIPAA**”).
- B. SBHASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities (“**Upstream Covered Entities**”), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 (“**Part 2**”). SBHASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.
- C. The Parties have entered into one or more arrangements (collectively, the “**Service Contract**”) under which Contractor will provide certain services to SBHASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of SBHASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

- I. **DEFINITIONS.** Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. “**Individual**” shall have the same meaning as the term “Individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). “**Part 2 Information**” means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. “**PHI**” shall have the same meaning as the term “Protected Health Information” that is created, received, maintained, or transmitted by Contractor from or on behalf of SBHASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. “**PII**” means personally identifiable information as defined under Washington law.

### II. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

- 2.1 **Performance of Service Contract.** Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, SBHASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, “**Law**”), if done by Salish BH-ASO or an Upstream Covered Entity.
- 2.2 **Management; Administration; Legal Responsibilities.** Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, SBHASO, and Contractor.
- 2.3 **Required by Law.** Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted by Law, immediately notify SBHASO prior to the disclosure; (ii) cooperate with SBHASO in making any disclosures Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

- 2.4 **De-Identified Information.** Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from SBHASO.
- 2.5 **Minimum Necessary.** Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with SBHASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

### **III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

- 3.1 **Compliance with this Agreement.** Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.
- 3.2 **Safeguards.** Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "**Security Rule**") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.
- 3.3 **Notification.**
  - 3.3.1 **Impermissible Use or Disclosure.** Contractor shall report to SBHASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.
  - 3.3.2 **Security Incident.** Contractor shall report to SBHASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.
  - 3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "**Breach Notification Rule**").
  - 3.3.4 **Part 2 Information.** Contractor shall report to SBHASO unauthorized uses, disclosures, or breaches of Part 2 Information.
  - 3.3.5 **Reporting Requirements.** Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "**Event**"). Contractor shall supplement the information provided in the report as it becomes available. An Event shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.
  - 3.3.6 **Content of Notification.** Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform SBHASO of each Event; and (ii) any additional

information requested by SBHASO. At a minimum, the report of an Event shall include, to the extent possible:

- (a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;
- (b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;
- (c) A description of the types of PHI or PII involved in the Event (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;
- (e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and
- (f) Contact procedures for SBHASO or Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 3.4 **Subcontractors.** Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or SBHASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.
- 3.5 **Restrictions.** Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which SBHASO informs Contractor.
- 3.6 **Access.** At the request of SBHASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by SBHASO, Contractor shall make available PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to SBHASO within two (2) business days.
- 3.7 **Amendment.** At the request of SBHASO in a reasonable time and manner and in the form and format requested by SBHASO, Contractor shall make amendments to PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by SBHASO in accordance with the Privacy Rule and other Law. In the event an Individual requests from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to SBHASO within two (2) business days.
- 3.8 **Accounting of Disclosures.** Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to SBHASO to permit SBHASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

- 3.9 **Disclosures to the Secretary.** Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the “Secretary”), for the purpose of determining an Upstream Covered Entity’s, SBHASO’s or Contractor’s compliance with HIPAA, and to SBHASO for the purpose of determining Contractor’s compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or SBHASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity’s, SBHASO’s, or Contractor’s compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary’s request; and (iii) provide to SBHASO a copy of all documents provided to the Secretary.
- 3.10 **Part 2 Information.**
- 3.10.1 **Part 2 Obligations of Contractor.** To the extent that, in performing services for or on behalf of SBHASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by SBHASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.
- 3.10.2 **Notice.** 42 CFR Part 2 prohibits unauthorized disclosure of these records.
- 3.10.3 **Redisclosure.** Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or SBHASO.
- 3.10.4 **Compliance.** Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.
- 3.11 **Sexually Transmitted Disease Information Notice.** With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.
- 3.12 **Covered Entity Obligations.** To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.
- 3.13 **On-Site Services.** Contractor agrees that, while present at any SBHASO facility and/or when accessing SBHASO’s computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and procedures established by SBHASO including, without limitation, those established pursuant to HIPAA.
- 3.14 **No Sale of PHI.** Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of SBHASO.

- 3.15 **No Impermissible Marketing or Fundraising Communication.** Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by SBHASO or an Upstream Covered Entity under HIPAA.
- 3.16 **Mitigation.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.
- 3.17 **Compliance with Applicable Law.** Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes SBHASO to not be in compliance with applicable Law.

IV. **OBLIGATIONS OF SBHASO.** SBHASO shall not request Contractor to act in a manner that is not permissible under HIPAA.

V. **TERM AND TERMINATION.**

- 5.1 **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.
- 5.2 **Termination.** Upon SBHASO's knowledge of a material breach by Contractor of its obligations under this Agreement, SBHASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then SBHASO immediately may terminate the Service Contract upon notice.
- 5.3 **Effect of Termination.**
  - 5.3.1 **Return or Destruction.** Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.
  - 5.3.2 **Continued Protections.** In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to SBHASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. **MISCELLANEOUS.**

- 6.1 **Indemnification Obligation.** Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at SBHASO's request, and hold harmless SBHASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "**SBHASO Indemnified Parties**") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an SBHASO Indemnified Party (collectively, "**Damages**") that

arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

- 6.2 **Coverage of Costs.** In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by SBHASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by SBHASO and any affected Upstream Covered Entity.
- 6.3 **Process for Indemnification.** SBHASO will notify Contractor of any Damages for which it seeks indemnification. Upon a SBHASO request for defense, Contractor will use counsel reasonably satisfactory to the SBHASO Indemnified Parties to defend each claim related to the Damages and will keep the SBHASO Indemnified Parties informed of the status of the defense of each of the Damages. SBHASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. SBHASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the SBHASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any SBHASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.
- 6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.
- 6.5 **No Limitations on Liability.** Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement, including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.6 **Ownership of Information.** The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.
- 6.7 **Insurance.** Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Upon request, Contractor shall provide evidence of insurance coverage.
- 6.8 **Equitable and Injunctive Relief.** The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause SBHASO and its Upstream Covered Entities irreparable damage and that SBHASO and its Upstream Covered Entities shall have the

right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. SBHASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- 6.9 **Third Party Beneficiaries.** Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.10 **Interpretation.** This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.
- 6.11 **Survival.** The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.
- 6.12 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in HIPAA and Part 2.
- 6.13 **Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.14 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No agency relationship is deemed created by this Agreement.
- 6.15 **Governing Law.** To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.
- 6.16 **No Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.17 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

- 6.18 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- 6.19 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.

## ATTACHMENT E: DATA USE, SECURITY AND CONFIDENTIALITY

### 1 Definitions

The definitions below apply to this Attachment:

- 1.1 **“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.
- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
  - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
  - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20

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characters long.

- 1.11 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **“Medicare Data Use Requirements”** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **“Portable/Removable Media”** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **“PRISM”** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.
- 1.18 **“Protected Health Information”** or “PHI” has the same meaning as in HIPAA except that in this Contract the term includes information only relating to individuals.
- 1.19 **“ProviderOne”** means the Medicaid Management Information System, which is the State’s Medicaid payment system managed by HCA.
- 1.20 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **“Transport”** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a

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local area network); and is accomplished other than via a Trusted System.

- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

## 2 Data Classification

- 2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.>)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

- 2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- 2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

## 3 Purpose

- 3.1 This Exhibit E covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract.

**4 PRISM Access – N/A**

**5 Constraints on Use of Data**

5.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SBHASO's and HCA's prior written consent.

5.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42

C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.

5.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:

5.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;

5.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and

5.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).

5.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

5.4.1 Contractor must identify:

5.4.2 Those persons or classes of persons in its workforce who need

access to PHI to carry out their duties; and

- 5.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
- 5.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

## 6 Security of Data

### 6.1 Data Protection

6.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

6.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

6.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information

### 6.2 Data Security Standards

6.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

#### 6.2.2 Data Transmitting

6.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.

6.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

6.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

6.2.3.1 Data at Rest:

6.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

6.2.3.2 Data stored on Portable/Removable Media or Devices

6.2.3.2.1 Confidential Information provided by SBHASO or HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

6.2.3.2.2 HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

6.2.3.2.2.1 Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

6.2.3.2.2.2 Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

6.2.3.2.2.3 Keeping devices in locked storage when not in use;

6.2.3.2.2.4 Using check-in/check-out procedures when devices are shared;

6.2.3.2.2.5 Maintaining an inventory of devices; and

6.2.3.2.2.6 Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

6.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only 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.

#### 6.2.4 Data Segregation

6.2.4.1 HCA Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

6.2.4.2 HCA's Data must be kept in one of the following ways:

6.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

6.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

6.2.4.2.3 In a database that contains only HCA Data;

6.2.4.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the value of a specific field or fields within database records;

6.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

6.2.4.3 When it is not feasible or practical to segregate HCA's Data from

non-HCA data, both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

### 6.3 Data Disposition

- 6.3.1 Upon request by SBHASO or HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 6.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 6.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## 7 Data Confidentiality and Non-Disclosure

### 7.1 Data Confidentiality.

- 7.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:
  - 7.1.1.1 as provided by law; or
  - 7.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

### 7.2 Non-Disclosure of Data

- 7.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Attachment before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Attachment before they gain access to the Data.

7.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to SBHASO or HCA upon request.

### 7.3 Penalties for Unauthorized Disclosure of Data

7.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

7.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

## 8 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract.

However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

## 9 Data Breach Notification

9.1 The Breach or potential compromise of Data must be reported to the SBHASO Privacy Officer at [iclauson@kitsap.gov](mailto:iclauson@kitsap.gov) and to the SBHASO Contract Manager at [jkron@kitsap.gov](mailto:jkron@kitsap.gov) within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

9.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

9.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the

event(s), and the date of discovery;

- 9.1.3 A description of the types of PHI involved;
  - 9.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
  - 9.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and
  - 9.1.6 Any other information SBHASO or HCA reasonably requests.
- 9.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 9.3 The Contractor must notify SBHASO in writing, as described in 9.1 above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
- 9.4 At SBHASO's or HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.
- 9.5 At SBHASO's or HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

## **10 HIPAA Compliance**

The Contractor is a "Business Associate" of SBHASO as defined in the HIPAA Rules.

- 10.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 9, is:

Salish Behavioral Health Administrative Services Organization  
Attention: Ileea Clauson, Privacy Officer  
614 Division St., MS-23  
Port Orchard, WA 98366  
Telephone: (360) 337-4833  
Email: IClauson@kitsap.gov

Peninsula Behavioral Health

- 10.2 Compliance. Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.
- 10.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:
  - 10.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
  - 10.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
  - 10.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
  - 10.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
  - 10.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
  - 10.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not

provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SBHASO or HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- 10.3.7 Failure to Cure. If SBHASO learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do not end the violation, SBHASO may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 10.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by SBHASO, if SBHASO determines Contractor has violated a material term of this Business Associate Agreement. SBHASO may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 10.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SBHASO or HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 10.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SBHASO or HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SBHASO or HCA, Contractor must:
  - 10.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
  - 10.3.10.2 Return to SBHASO or HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;

- 10.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;
  - 10.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions section out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and
  - 10.3.10.5 Return to SBHASO or HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
  - 10.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.
- 10.4 Individual Rights.
- 10.4.1 Accounting of Disclosures.
    - 10.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.
    - 10.4.1.2 Within ten (10) business days of a request from SBHASO or HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).
    - 10.4.1.3 At the request of SBHASO or HCA, or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
    - 10.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.
  - 10.4.2 Access.

- 10.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.
  - 10.4.2.2 When the request is made by the Individual to the Contractor or if SBHASO or HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.
- 10.4.3 Amendment.
  - 10.4.3.1 If SBHASO or HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and SBHASO or HCA has previously provided the PHI or record that is the subject of the amendment to Contractor, then SBHASO will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.
  - 10.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by SBHASO or HCA or as necessary to satisfy SBHASO's and HCA's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.
- 10.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 10.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 10.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action

initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

**10.8 Miscellaneous Provisions.**

10.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

10.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

**11 Inspection**

SBHASO and HCA reserve the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All SBHASO and HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

**12 Indemnification**

The Contractor must indemnify and hold SBHASO and HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.


**ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS** Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

**CONTRACTOR:**

Peninsula Behavioral Health

  
Name: Wendy Sisk

Title: Chief Executive Officer

Date: March 13, 2026

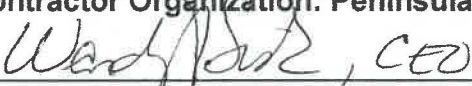
## ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Contractor Organization: Peninsula Behavioral Health**

  
Signature of Certifying Official

  
Date



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000  
Aggregate Limit: \$3,000,000  
Deductible Amount: \$ 1,000

##### 3. Damage To Premises Rented To You

Includes copyrighted material of Insurance  
Services Office, Inc., with its permission.

- a. The lesser of:
  - (1) The Each Occurrence Limit shown in the Declarations; or
  - (2) \$1,000,000
- b. \$30,000 aggregate sublimit for damage caused by your "client"

**4. Supplementary Payments**

- a. Bail Bonds: \$5,000
- b. Loss Of Earnings: \$1,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: \$10,000  
 Deductible Amount: \$ 250

**17. Replacement Of Customers Keys Or Locks**

Each Occurrence Limit: \$25,000  
 Deductible Amount: \$ 250

**18. Limited Employee Criminal Defense Expense Coverage**

Each Criminal Proceedings Limit: \$10,000  
 Aggregate Limit: \$50,000

**19. Limited Assault Expense Coverage**

Each Person Limit: \$10,000  
 Aggregate Limit: \$25,000

**20. Limited Rental Lease Agreement Contractual Liability Coverage**

Each Occurrence Limit: \$100,000

**23. Voluntary Property Damage Coverage**

Each Occurrence Limit: \$1,000  
 Aggregate Limit: \$5,000  
 Deductible Amount: \$ 250

**C. Coverages**

**1. Employee Benefit Liability Coverage**

- a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY COVERAGE**

**(1) Insuring Agreement**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an

act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance of this endorsement; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligent-

ly committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the "first effective date" of this endorsement provided:
  - a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

### (a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### (b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### (c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### (d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### (e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### (f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### (g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security

Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(k) Cyber**

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

- 1) "Computer attack";
- 2) "Network security incident";
- 3) "Privacy violation"; or

- 4) Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

**(3) Supplementary Payments**

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

**(1) If you are designated in the Declarations as:**

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with re-

spect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

#### c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

#### (4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted in its entirety and replaced by the following:

**2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was

and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a

payment, assume any obligation, or incur any expense without our consent.

fective date of this Employee Benefit Liability Coverage.

- (2) Item 4. Other Insurance is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph b. below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the ef-

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

**1. "Administration" means:**

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

**2. "Biometric information" means any:**

- a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be

used as a form of identification or authentication; or

- b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

4. "Computer attack" means:

- a. Unauthorized access or authorized access for an unauthorized purpose;
- b. A "malware attack"; or
- c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts;

provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

8. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware,

keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

- a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
- b. The abetting of a "denial of service attack" against one or more other systems;
- c. The loss, release, or disclosure of data;
- d. The inability to access a computer system;
- e. The unauthorized access to a computer system.

10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
- b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Bio-

metric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

## 2. Unintentional Failure To Disclose Hazards

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under

this Coverage Part based solely on such failure.

### 3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
  - (ii) Caused by or resulting from any of the following:
    - 1) Wear and tear;
    - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - 3) Smog;
    - 4) Mechanical breakdown including rupture or bursting caused by centrifugal force;
    - 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or

- 3) Doors, windows or other openings.

- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or

- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

- (ii) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section III - Limits Of Insurance is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

- a. While rented to you, or temporarily occupied by you with permission of the owner;
- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

**4. Supplementary Payments**

Under Section **I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

**Section I - Coverage C - Medical Payments, 2. Exclusions, a. Any Insured** is replaced by the following:

**a. Any Insured**

To any insured, except:

- (1) A "volunteer worker"; or
- (2) A student in training, medical director or administrator who is providing services on your behalf.

**6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**7. Waiver Of Subrogation**

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

**8. Automatic Additional Insured - Specified Relationships**

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured)

whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization or, only with respect to Paragraph 8.a.(2)(i) of this endorsement, an oral agreement or contract.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

**(a) Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your

maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of in-

- specification, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - a) The exceptions contained in Paragraphs (c)(1)4 or 6) of

this endorsement; or

- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only:

- (i) With respect to the following hazards for which the state or governmental agency or subdivision or political

subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - 2) The construction, erection or removal of elevators; or
  - 3) The ownership, maintenance or use of any elevators covered by this insurance.
- (ii) With respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

However, with regard to (d)(ii) above, this insurance does not apply to:

- 1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- 2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**(f) Grantor Of Franchise**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as the grantor of a franchise to you.

**(g) Owners, Lessees Or Contractors**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- i) Your acts or omissions; or
- ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a written contract.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1) All work, including materials, parts or equipment furnished in con-

nection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(h) Controlling Interest**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability arising out of:

- (i) Their financial control of you; or
- (ii) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**(i) Benefactors Or Grantors**

Any person or organization you are required per Paragraph 8.a.(1) above to provide insurance, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (i) Their providing financing or funding to you; or
- (ii) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph 8.a.(1) of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 4. Other Insurance is amended to include:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**9. Property Damage To Borrowed Equipment**

- a. The following is added to Exclusion 2.j. Damage To Property under Section I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services**

Paragraph 2.a.(1)(d) under Section II - Who Is An Insured does not apply to:

Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

#### 11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

#### 12. Nonowned Aircraft

The following is added to Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

#### 13. Bodily Injury Redefined

**Section V - Definitions, 3. "Bodily injury"** is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability,

humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

#### 14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### 15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

#### 16. Broadened Who Is An Insured

- a. **Section II - Who Is An Insured**, Paragraph 2. is amended to include:

2. Each of the following is also an insured:

- a. Your officials, trustees, board members, insurance managers, medical directors and administrators while acting within the scope of their duties as such.
- b. Your students in training and "not for profit members", but only with respects to their liability for duties or activities they perform on your behalf.
- c. Your "independent contractor" but only with respects to their liability for services provided to your "client".

- b. **Section IV - Commercial General Liability Conditions, 4. Other Insurance** is replaced by the following:

#### 4. Other Insurance

This insurance is excess over any other valid and collectible insurance, including deductible,

or agreement of indemnity available to the "independent contractor", whether primary, excess, contingent or on any other basis. Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the "independent contractor" to insure against liability arising from activities of the "independent contractor", whether primary, excess, contingent, or on any other basis.

**c. Section V - Definitions** is amended to include:

1. "Independent contractor" means a social service professional who you do not classify as an "employee", and to whom you refer "clients" or who provide services to your "clients" on your behalf. An "independent contractor" does not include those performing construction, weatherization, maintenance and related services.
2. "Not for profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

**17. Replacement Of Customers Keys Or Locks**

**Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, (4)** is replaced by the following:

- (4) Personal property in the care, custody, or control of an insured.

However, this exclusion does not apply to the replacement of keys, adjustment of locks to accept new keys, or if required, replacement and installation of locks, or the hiring of temporary security services as a result of you or your "employees" losing keys on your customer's premises.

- (a) The most we will pay is limited as described in Section B, Limits Of Insurance, 17. Replacement Of Customers Keys Or Locks of this endorsement.
- (b) Our obligation to pay damages on your behalf applies only to

the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section B, Limits Of Insurance, 17. Replacement Of Customers Keys Or Locks of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

**18. Limited Employee Criminal Defense Expense Coverage**

**a. Coverage**

We will pay defense costs incurred by your medical director or administrator for criminal proceedings arising solely from acts in his or her capacity as medical director or administrator for you. However, you must have a prior written agreement with the medical director or administrator whereby you agree to pay the medical director or administrator for such defense costs, and the written agreement must include a provision for repayment by the medical director or administrator of defense costs in the event of a conviction or plea of guilty.

**b. Limits Of Insurance**

- (1) The Limits of Insurance shown in Section B, Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage of this endorsement is the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims, indictments made or criminal proceedings brought; or
- (c) Persons or organizations making claims or bringing criminal proceedings.

- (2) The Aggregate Limit shown in Section B, Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage of this endorsement is the most we will pay during the "coverage term" (policy period).

- (3) Subject to the limit described in (2) above, the Each Criminal Proceedings Limit shown in Section B, Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage of this endorsement is the most we will pay for covered defense costs

arising out of any one criminal proceeding.

#### 19. Limited Assault Expense Coverage

a. We will pay medical expenses for "bodily injury" sustained by any insured resulting from an "assault" committed:

- (1) On premises you own or rent;
- (2) On premises of a "client" who is in your care; or
- (3) While you are traveling to or from those premises;

because of your operations, provided:

- (1) The "bodily injury" takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within 60 days of the date of the "assault";
- (3) The injured person submits to examination, at our expense, by physicians of our choice, as often as we reasonably require; and
- (4) The actions of the injured person did not contribute in any way to the "bodily injury".

b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance stated in Section B, Limits Of Insurance, 19. Limited Assault Expense Coverage. We will pay reasonable expenses for:

- (1) First aid administered at the time of the "assault";
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

c. We will pay for reimbursement for "property damage" to any insured's personal property sustained from an "assault" committed:

- (1) On premises you own or rent;
- (2) On premises of a "client" who is in your care; or
- (3) While you are traveling to or from those premises;

because of your operations.

#### d. Exclusions

##### Workers' Compensation And Similar Laws

We will not pay expenses to an insured if valid and collectible workers' compensation coverage is in place or is required under a workers' compensation or disability benefits law or similar law.

#### e. Limits Of Insurance

(1) The Limits of Insurance shown in Section B, Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay regardless of the number of:

- (a) Claims made; or
- (b) Persons or organizations making claims.

(2) The Aggregate Limit shown in Section B, Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay during the "coverage term" (policy period).

(3) Subject to the limit described in (2) above, the Each Person Limit shown in Section B, Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay for all "bodily injury" and "property damage" arising out of any "assault" to any insured.

#### f. Additional Definition

For this endorsement only, Section V - Definitions is revised to add the following definition:

"Assault" means:

- (1) Any willful attempt to inflict physical harm on an "employee" by someone other than another "employee" which results in "bodily injury"; or
- (2) Any willful attempt to inflict "property damage" on the personal property of an "employee" by someone other than another "employee".

#### 20. Limited Rental Lease Agreement Contractual Liability Coverage

a. Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, b. Contractual Liability is amended to include the following:

At your request, we will pay on your behalf damages arising out of "bodily injury" or "property damage" that you are obligated to pay by reason of the assumption of liability in a written contract or agreement, that is not an "insured contract", regarding the rental or lease of premises on behalf of your "client".

This insurance applies only to a rental or lease agreement.

- b. As respects Limited Rental Lease Agreement Contractual Liability Coverage, **Section IV - Commercial General Liability Conditions, 4. Other Insurance** is replaced by the following:

This insurance is excess over any other valid and collectible insurance, including deductible, or agreement of indemnity available to the "client", whether primary, excess, contingent or on any other basis.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the "client" to insure against liability arising from activities of the "client", whether primary, excess, contingent, or on any other basis.

- c. The Limits Of Insurance shown in Section B. Limits Of Insurance, 20. Limited Rental Lease Agreement Contractual Liability Coverage fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

## 21. Fellow Employee Coverage

**Section II - Who Is An Insured** is amended as follows:

Paragraphs 2.a.(1)(a) and 2.a.(1)(b) are replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you.

## 22. Personal and Advertising Injury Redefined

**Section V - Definitions, 14.** "Personal and advertising injury" is replaced by the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- i. Discrimination, based on race, color, religion, sex, age or national origin, except when:
  - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
    - (a) Any insured; or
    - (b) Any "executive officer", director, stockholder, partner or member of the Insured;
  - (2) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sublease of any room, dwelling or premises by or at the direction of any insured; or
  - (3) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

## 23. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

### **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

#### **(1) Insuring Agreement**

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
  - 2) The "property damage" occurs during the policy period.

#### **(2) Exclusions**

This insurance does not apply to "property damage" that would be

excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for j. Damage To Property, paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

#### **b. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by Voluntary Property Damage Coverage, **Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B, Limits Of Insurance, 23. Voluntary Property Damage Coverage** of this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

- (2) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage because of all "property damage" arising out of any one "occurrence".

- (3) The Voluntary Property Damage Aggregate Limit of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term" (policy period).

#### **(4) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be re-

duced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

### c. Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### 24. Worldwide Liability Coverage Extension

A. The following is added to Section IV - Commercial General Liability Conditions:

#### Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will

initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph 4.b.(1) under the Conditions section:

#### 4. Other Insurance

##### b. Excess Insurance

(1) This insurance is excess over:

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(ii) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following is added to **Section IV - Commercial General Liability Conditions**:

**Office Of Foreign Assets Control (OFAC) Compliance**

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

D. The definition of "coverage territory" in the **Definitions** section is replaced by the following:

"Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

**25. Client Defined**

**Section V - Definitions** is amended by adding the following:

"Client" means a person or organization served by or utilizing the services of your organization.



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