Washington State Health Care Authority	**CONTRACT AMENDMENT BEHAVIORAL HEALTH – ADMINSTRATIVE SERVICES ORGANIZATION**	HCA Contract No.: K6896 Amendment No.: 05

THIS AMENDMENT TO THE BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES ORGANIZATION CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME	**CONTRACTOR DOING BUSINESS AS (DBA)**
Kitsap County	Salish Behavioral Health and Administrative Services Organization
CONTRACTOR ADDRESS 614 Division Street, MS23 Port Orchard, WA 98366-4676	**WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)** 182-002-345

AMENDMENT START DATE	**AMENDMENT END DATE**	**CONTRACT END DATE**
January 1, 2025	June 30, 2025	June 30, 2025
PRIOR MAXIMUM CONTRACT AMOUNT $27,155,203.00	**AMOUNT OF INCREASE** $6,437,129.00	**TOTAL MAXIMUM CONTRACT AMOUNT** $33,592,332.00

WHEREAS, HCA and Contractor previously entered into a Contract for behavioral health services, and;

WHEREAS, HCA and Contractor wish to amend the Contract to 1) update requirements and provide editorial changes to the BH-ASO Contract to ensure clarity of Contract expectations; 2) revised WAC references; 3) update Exhibit A, Non-Medicaid Funding Allocation; 4) revise Exhibit E, Data Sharing Terms; and 5) update Exhibit G, Peer-Bridger Program.

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Total Maximum Contract Amount for this Contract is increased by $6,437,129.00, from $27,155,203.00 to $33,592,332.00.

2. The Terms and Conditions Introductory Statement on the title page is amended to read as follows:

   The terms and conditions of this Contract are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties. The parties signing below warrant they have read and understand this Contract and have the authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this Contract shall be the same as delivery of an original.

3. Section 1, Definitions, 1.37 Behavioral Health Advisory Board (BHAB) is renumbered to 1.18 Behavioral Health Advisory Board (BHAB) and shall read as follows:

   1.18 Behavioral Health Advisory Board (BHAB)

"Behavioral Health Advisory Board (BHAB)" means an advisory board representative of the demographic characteristics of the RSA in accordance with WAC 182-538C-252.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

4. Section 1, Definitions, a new Subsection 1.19 Behavioral Health Emergency is added as follows:

1.19 Behavioral Health Emergency

"Behavioral Health Emergency" means a person is experiencing a significant behavioral health crisis that requires an immediate in-person response due to level of risk or lack of means for safety planning as defined in WAC 162-140-0010.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

5. Section 1, Definitions, Subsection 1.38 Code of Federal Regulations (C.F.R.) is amended to read as follows:

1.38 Code of Federal Regulations (C.F.R.)

"Code of Federal Regulations (C.F.R.)" means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at: https://www.ecfr.gov/.

6. Section 1, Definitions, a new Subsection 1.39 Community-Based Crisis Team (CBCT) is added as follows:

1.39 Community-Based Crisis Team (CBCT)

"Community-based Crisis Team (CBCT)" means a team that is part of an emergency medical services agency, a fire service agency, a public health agency, a medical facility, a nonprofit crisis response provider, or a city or county government entity, other than a law enforcement agency, that provides the on-site, community-based interventions of a Mobile Rapid Response Crisis Team (MRRCT) for people who are experiencing Behavioral Health Emergencies.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

7. Section 1, Definitions, Subsection 1.43 Confidential Information is amended to read as follows:

1.43 Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, personal information.

8. Section 1, Definitions, Subsection 1.45 Contract is amended to read as follows:

1.45 Contract

"Contract" means this contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

9. Section 1, Definitions, Subsection 1.80 Forensic Housing and Recovery through Peer Services (FHARPS) is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

10. Section 1, Definitions, Subsection 1.81 Forensic Navigators is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

11. Section 1, Definitions, a new Subsection 1.93 Health Insurance Portability and Accountability Act (HIPAA) is added as follows:

    1.93 Health Insurance Portability and Accountability Act (HIPAA)

    "Health Insurance Portability and Accountability Act (HIPAA)" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

    All remaining subsections are subsequently renumbered and internal references updated accordingly.

12. Section 1, Definitions, Subsection 1.95 Housing and Recovery through Peer Services (HARPS) is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

13. Section 1, Definitions, Subsection 1.117 Medically Necessary Services is amended to read as follows:

    1.117 Medically Necessary

    "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 of 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.

14. Section 1, Definitions, Subsection 1.124 Mental Health Care Provider is amended to read as follows:

    1.124 Mental Health Care Provider

    "Mental Health Care Provider" means an individual working in a Behavioral Health Agency, under the supervision of a Mental Health Professional, who has primary responsibility for implementing an individualized plan for mental health rehabilitation services. To provide services as a Mental Health Care Provider, this person must be a registered agency affiliated counselor and have a minimum of one year education or experience in mental health or related field."

15. Section 1, Definitions, Subsection 1.162 Revised Code of Washington (RCW) is amended to read as follows:

    1.162 Revised Code of Washington (RCW)

    "Revised Code of Washington (RCW)" means the laws of the state of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

16. Section 1, Definitions, a new Subsection 1.175 Subcontractor is added as follows:

1.175 Subcontractor

"Subcontractor" means an individual or entity that has a contract with the Contractor that relates directly or indirectly with the performance of the Contractor's obligations under this Contract.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

17. Section 1, Definitions, a new Subsection 1.191 United States Code (U.S.C.) is added as follows:

1.191 United States Code (U.S.C.)

"United States Code (U.S.C.)" means the United States Code. All references in this Contract 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/.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

18. Section 1, Definitions, Subsection 1.197 Washington Administrative Code (WAC) is amended to read as follows:

1.197 Washington Administrative Code (WAC)

"Washington Administrative Code (WAC)" means all references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

19. Section 2, General Terms and Conditions, Subsection 2.3 Report Deliverables is amended to read as follows:

2.3 Report Deliverables

2.3.1 Templates for all reports that the Contractor is required to submit to HCA are hereby incorporated by reference into this Contract. HCA may update the templates from time to time, and any such updated templates will also be incorporated by reference into this Contract. The report templates are located at: https://www.hca.wa.gov/billers-providers-partners/program-information-providers/model-managed-care-contracts. All deliverables must be named and submitted using the naming convention identified on the HCA reports template page. Documents and email subject headings to utilize the same naming convention. The Contractor may email HCA at any time to confirm the most recent version of any template to HCABHASO@hca.wa.gov.

2.3.1.1 Report templates include:

2.3.1.1.1 Assisted Outpatient Treatment Quarterly Report

2.3.1.1.2 Behavioral Health Data System - Behavioral Health Agency Quarterly Submission Report

2.3.1.1.3 Community Behavioral Health Enhancement (CBHE) Funds Quarterly Report

2.3.1.1.4 Co-Responder report

2.3.1.1.5 Criminal Justice Treatment Account (CJTA) Quarterly Progress Report

2.3.1.1.6 Crisis Housing Voucher Log (King and Thurston/Mason only)

2.3.1.1.7 Crisis System Metrics Report

2.3.1.1.8 Crisis Triage/Stabilization and Increasing Psychiatric Bed Capacity report

2.3.1.1.9 Data Shared with External Entities Report

2.3.1.1.10 E&T Discharge Planner Report

2.3.1.1.11 Federal Block Grant Annual Progress Report

2.3.1.1.12 Gift card purchase and distribution tracker

2.3.1.1.13 Grievance, Adverse Authorization Determination, and Appeals

2.3.1.1.14 Juvenile Court Treatment Program Reporting

2.3.1.1.15 Mental Health Block Grant (MHBG) Project Plan

2.3.1.1.16 Mobile Rapid Response Crisis (MRRC) report

2.3.1.1.17 Non-Medicaid Expenditure Report

2.3.1.1.18 Non-Medicaid Spending Plan template

2.3.1.1.19 Peer Bridger Participant Treatment Engagement Resources report

2.3.1.1.20 Peer Bridger Program

2.3.1.1.21 Peer Pathfinder Jail Transition Report

2.3.1.1.22 Recovery Navigator Program Quarterly Report

2.3.1.1.23 Regional Crisis Forum Report

2.3.1.1.24 Semi-Annual Trueblood Misdemeanor Diversion Fund Report

2.3.1.1.25 Substance Abuse Block Grant (SABG) Capacity Management Form

2.3.1.1.26 Substance Abuse Block Grant (SABG) Project Plan

2.3.1.1.27 Supplemental Data Daily Submission Notification

2.3.1.1.28 Supplemental Data Monthly Certification Letter

2.3.1.1.29 Systems of Care Mobile Response and Stabilization Services (MRSS) (Carelon and Spokane only)

2.3.1.1.30 Trueblood Enhanced Crisis Stabilization quarterly report (King only)

2.3.1.1.31 Trueblood Enhanced Crisis Stabilization Services Staff details (King only)

2.3.1.1.32 Trueblood Enhanced Crisis Stabilization/Crisis Triage quarterly report (Carelon, Salish, Thurston/Mason and Spokane only)

2.3.1.1.33 Trueblood Enhanced Crisis Stabilization/Triage Services Staff details (Carelon, Salish, Thurston/Mason and Spokane only)

2.3.1.1.34 Youth Behavioral Health Navigator Monthly Tracking

2.3.1.1.35 Youth Behavioral Health Navigator Quarterly report

20. Section 2, General Terms and Conditions, Subsection 2.4 Assignment is amended to read as follows:

2.4 Assignment

The Contractor shall not assign this Contract, in whole or in part, to a third party without the prior written consent of HCA.

21. Section 2, General Terms and Conditions, Subsection 2.6 Compliance with Applicable Law is amended to read as follows:

2.6 Compliance with Applicable Law

In the provision of services under this Contract, the Contractor and its Subcontractors shall comply with all applicable federal, state, and local statutes and regulations, 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.

A provision of this Contract that is stricter than such laws or Regulations will not be deemed a conflict. Applicable laws and Regulations include, but are not limited to:

2.6.1 Title XIX and Title XXI of the Social Security Act.

2.6.2 Title VI of the Civil Rights Act of 1964.

2.6.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.

2.6.4 The Age Discrimination Act of 1975.

2.6.5 The Rehabilitation Act of 1973.

2.6.6 The Budget Deficit Reduction Act of 2005.

2.6.7 The Washington Medicaid False Claims Act and Federal False Claims Act (FCA).

2.6.8 The Health Insurance Portability and Accountability Act (HIPAA).

2.6.9 The American Recovery and Reinvestment Act (ARRA).

2.6.10 The Patient Protection and Affordable Care Act (PPACA or ACA).

2.6.11 The Health Care and Education Reconciliation Act (HCERA).

2.6.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

2.6.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.

2.6.14 42 C.F.R. Subchapter A, Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records.

2.6.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.

2.6.16 45 C.F.R. Part 96 Block Grants.

2.6.17 45 C.F.R. § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.

2.6.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

2.6.19 Chapter 71.05 RCW Mental Illness.

2.6.20 Chapter 71.24 RCW Community Mental Health Services Act (CMHSA).

2.6.21 Chapter 71.34 RCW Mental Health Services for Minors.

2.6.22 Chapter 246-341 WAC.

2.6.23 Chapter 43.20A RCW Department of Social and Health Services (DSHS).

2.6.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.

2.6.25 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:

2.6.25.1 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.

2.6.25.2 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.

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

2.6.25.4 Those specified in Title 18 RCW for professional licensing.

2.6.26 Industrial Insurance – Title 51 RCW.

2.6.27 Reporting of abuse as required by RCW 26.44.030.

2.6.28 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.

2.6.29 Equal Employment Opportunity (EEO) Provisions.

2.6.30 Copeland Anti-Kickback Act.

2.6.31 Davis-Bacon Act.

2.6.32 Byrd Anti-Lobbying Amendment.

2.6.33 All federal and state nondiscrimination laws and Regulations.

2.6.34 Americans with Disabilities Act (ADA): 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.

2.6.35 Any other requirements associated with the receipt of federal funds.

2.6.36 Any services provided to an Individual enrolled in Medicaid are subject to applicable Medicaid rules.

22. Section 2, General Terms and Conditions, Subsection 2.7 Covenant Against Contingent Fees is amended to read as follows:

2.7 Covenant Against Contingent Fees

2.7.1 The Contractor warrants that no person or selling agent has been employed or retained to solicitor secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from amounts due the Contractor under the Contract recover by other means the full amount of any such commission, percentage, brokerage or contingent fee.

23. Section 2, General Terms and Conditions, Subsection 2.8 Data Use, Security, and Confidentiality is renamed to read Data Sharing Terms and is amended to read as follows:

2.8 Data Sharing Terms

Exhibit E, Data Sharing Terms, sets out Contractor's obligations for compliance with Data security and confidentiality terms.

24. Section 2, General Terms and Conditions, Subsection 2.9 Debarment Certification is amended to read as follows:

2.9 Debarment Certification

2.9.1 By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred).

2.9.2 The Contractor agrees to include the above requirement in any and all Subcontracts into which it enters concerning the performance of services hereunder, and also agrees that it shall not employ debarred individuals or Subcontract with any debarred Providers, persons, or entities.

2.9.3 The Contractor must immediately notify HCA if, during the term of this Contract, the Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice in accordance with Subsection 2.44 of this Contract if the Contractor becomes debarred during the term hereof.

25. Section 2, General Terms and Conditions, Subsection 2.11 Disputes is amended to read as follows:

2.11 Disputes

When a dispute arises over an issue that pertains in any way to this Contract (other than overpayments, as described below), the parties agree to the following process to address the dispute:

2.11.1 The Contractor shall request a dispute resolution conference with the Agency Director. The request for a dispute resolution conference must be in writing and shall clearly state all of the following:

2.11.1.1 The disputed issue(s).

2.11.1.2 An explanation of the positions of the parties.

2.11.1.3 Any additional facts necessary to explain completely and accurately the nature of the dispute.

2.11.2 Requests for a dispute resolution conference must be mailed in a manner providing proof of receipt (delivery) to the Director, Washington State HCA, P.O. Box 45502, Olympia, WA 98504-5502. Any such requests must be received by the Director within thirty (30) calendar days after the Contractor receives notice of the disputed issue(s).

2.11.2.1 The Contractor shall also email a courtesy copy of the request for a dispute resolution conference to the email address(es) provided in the notice of the HCA decision the Contractor is disputing.

2.11.3 The Director, in his or her sole discretion, shall determine a time for the parties to present their views on the disputed issue(s). The format and time allowed for the presentations are solely within the Director's discretion. The Director shall provide written notice of the time, format, and location of the conference. The conference is informal in nature and is not governed in any way by the Administrative Procedure Act, chapter 34.05 RCW.

2.11.4 The Director shall consider all of the information provided at the conference and shall issue a written decision on the disputed issue(s) within thirty (30) calendar days after the conclusion of the conference. However, the Director retains the option of taking up to an additional sixty (60) calendar days to consider the disputed issue(s) or taking additional steps to attempt to resolve them. If the Director determines, in his or her sole discretion, that an additional period of up to sixty (60) calendar days is needed for review, he or she shall notify the Contractor, in writing, of the delay and the anticipated completion date before the initial thirty-day period expires.

2.11.4.1 The Director, at his or her sole discretion, may appoint a designee to represent him or her at the dispute conference. If the Director does appoint a designee to represent him or her at the dispute conference, the Director shall retain all final decision-making authority regarding the disputed issue(s). Under no circumstances shall the Director's designee have any authority to issue a final decision on the disputed issue(s).

2.11.5 The parties hereby agree that this dispute process shall precede any judicial or legal proceeding and is the sole administrative remedy under this Contract.

2.11.6 Disputes regarding overpayments are governed by the Notice of Overpayment Subsection of this Contract, and not by this Section.

26. Section 2, General Terms and Conditions, Subsection 2.12 Force Majeure is amended to read as follows:

2.12 Force Majeure

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, such nonperformance shall not be a ground for termination for default. Immediately upon the occurrence of any such event, the Contractor shall use its best efforts to provide, directly or indirectly, alternative and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of events set forth above, or for default, if such default occurred prior to such event.

27. Section 2, General Terms and Conditions, Subsection 2.14 Independent Contractor is renamed to read Independent Contractor Relationship and is amended to read as follows:

2.14 Independent Contractor Relationship

The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the HCA or the state of Washington. The Contractor, its employees, or agents performing under this Contract shall not hold himself/herself out as, nor claim to be, an officer or employee of the HCA or the state of Washington by reason hereof, nor shall the Contractor, its employees, or agent make any claim of right, privilege or benefit that would accrue to such employee.

The Contractor acknowledges and certifies that neither HCA nor the state of Washington are guarantors of any obligations or debts of the Contractor.

28. Section 2, General Terms and Conditions, Subsection 2.16 Inspection is renamed to read Access to Records and Data and is amended to read as follows:

2.16 Access to Records and Data

2.16.1 The Contractor and its Subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of the state of Washington, HCA, and Washington State Medicaid Fraud Control Division (MFCD), as well as the federal DHHS, auditors from the federal Government Accountability Office (GAO), federal OIG and federal Office of Management and Budget (OMB).

2.16.2 The Contractor and its Subcontractors shall provide access to their facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days, and access to its facilities and the records pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services, Provider Network Adequacy, including panel capacity or willingness to accept new patients, and assessment of the Contractor's capacity to bear the potential financial losses.

2.16.3 The Contractor and its Subcontractors shall provide immediate access to facilities and records pertinent to this Contract for state or federal Fraud investigators.

29. Section 2, General Terms and Conditions, Subsection 2.17 Insurance is amended to read as follows:

2.17 Insurance

2.17.1 Commercial General Liability Insurance (CGL): The Contractor shall maintain CGL insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The state of Washington, HCA, its elected and appointed officials, agents, and employees shall be named as additional insured's expressly for, and limited to, the Contractor's services provided under this Contract.

2.17.2 Professional Liability Insurance (PL): The Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000.

2.17.3 Industrial Insurance Coverage: Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor. The state of Washington and HCA shall not be held responsible as an employer for claims filed by the Contractor or its employees under such laws and regulations.

2.17.4 Employees and Volunteers: Insurance required of the Contractor under this Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers.

2.17.5 Subcontractors: The Contractor shall ensure that all Subcontractors have and maintain insurance appropriate to the services to be performed. The Contractor shall make available copies of Certificates of Insurance for Subcontractors to HCA, if requested.

2.17.5.1 Indian Tribes and Tribal Organizations. A Provider which is an Indian tribe or a tribal organization operating under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the Indian Self Determination and Education Assistance Act (ISDEAA), 25 U.S.C. § 450 et seq, or employee of a tribe or tribal organization (including contractors) shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the Contractor will be held harmless from liability. This is because Indian tribes and tribal organizations operating under a contract or compact to carry out programs, services, functions, and activities, (or programs thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450 et seq, are covered by the Federal Tort Claims Act (FTCA), which means the United States consents to be sued in place of employees of a tribe or tribal organization (including contractors) for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of employees acting within the scope of their employment. Nothing in the Contractor's agreement (including any addendum) with a tribe or tribal organization shall be interpreted to authorize or obligate such Provider, any employee of such Provider, or any personal services contractor to perform any act outside the scope of his/her employment.

2.17.5.2 Urban Indian Organizations. A Provider which is an urban Indian organization shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the Contractor will be held

harmless from liability to the extent the Provider attests that it is covered by the FTCA. Nothing in the Contractor's agreement (or any addendum thereto) with an urban Indian organization shall be interpreted to authorize or obligate such Provider or any employee of such Provider to perform any act outside the scope of his/her employment.

2.17.6 Separation of Insured's: All insurance Commercial General Liability policies shall contain a "separation of insured's" provision.

2.17.7 Insurers: The Contractor shall obtain insurance from insurance companies authorized to do business within the state of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by HCA. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.

2.17.8 Evidence of Coverage: Upon request, the Contractor shall submit certificates of insurance in accordance with the Notices Section of the General Terms and Conditions, for each coverage required under this Contract. If requested, each certificate of insurance shall be executed by a duly authorized representative of each insurer.

2.17.9 Material Changes: The Contractor shall give HCA, in accord with the Notices Section of the General Terms and Conditions, forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance in the Certificate of Coverage. If cancellation is due to non-payment of premium, the Contractor shall give HCA ten (10) calendar days advance notice of cancellation.

2.17.10 General: By requiring insurance, the state of Washington and HCA do not represent that the coverage and limits specified shall be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the state and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2.17.11 The Contractor may waive the requirements as described in the Commercial General Liability Insurance, Professional Liability Insurance, Insurers and Evidence of Coverage Provisions of this Section if self-insured. In the event the Contractor is self-insured, the Contractor must send to HCA by the third Wednesday of January in each Contract year, a signed written document, which certifies that the Contractor is self-insured, carries coverage adequate to meet the requirements of this Section, shall treat HCA as an additional insured, expressly for, and limited to, the Contractor's services provided under this Contract, and provides a point of contact for HCA.

2.17.12 Privacy Breach Response Coverage: For the term of this Contract and three years following its termination, the Contractor shall maintain insurance to cover costs incurred in connection with a Security Incident, privacy Breach, or potential compromise of data including:

2.17.12.1 Computer forensics assistance to assess the impact of a data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws (45. C.F.R. Part 164, Subpart D; RCW 42.56.590, RCW 19.255.010; and WAC 284-04-625).

2.17.12.2 Notification and call center services for Individuals affected by a Security Incident or privacy Breach.

2.17.12.3 Breach resolution and mitigation services for Individuals affected by a Security Incident or privacy Breach including fraud prevention, credit monitoring and identity theft assistance.

2.17.12.4 Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

30. Section 2, General Terms and Conditions, a new Subsection 2.21 Locations Outside the United States is added as follows:

2.21 Locations Outside of the United States

2.21.1 The Contractor assures HCA that it is not located outside the United States. In addition, the Contractor shall not include in its encounter data reporting to HCA, or to HCA's designated actuary, any claims paid to any provider located outside the United States. (42 C.F.R. § 438.602(i)).

All remaining subsections are subsequently renumbered and internal references updated accordingly.

31. Section 2, General Terms and Conditions, Subsection 2.22 Nondiscrimination is amended to read as follows:

2.22 Nondiscrimination

2.22.1 Nondiscrimination Requirement. The Contractor, including any Subcontractor, shall not discriminate on the bases enumerated in RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35.

2.22.2 The Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

2.22.3 Obligation to Cooperate. The Contractor, including any Subcontractor, shall cooperate and comply with any Washington State agency or federal agency investigation regarding any allegation that the Contractor, including any Subcontractor, has engaged in discrimination prohibited by this Contract.

2.22.4 Suspension and Termination. Notwithstanding any provision in this Contract to the contrary, HCA may suspend the Contractor, including any Subcontractor, upon written notice from HCA of a failure to participate and cooperate with any state or federal agency investigation into alleged discrimination prohibited by this Contract.

2.22.5 Any such suspension will remain in place until HCA determines that the Contractor, including any Subcontractor, is cooperating with the investigating agency.

2.22.6 If the Contractor, or Subcontractor, is determined by HCA to have engaged in discrimination under any of the provisions identified in this Section, HCA may terminate this Contract in whole or in part, and the Contractor, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. HCA, in its sole discretion, may give the Contractor or Subcontractor a reasonable time in which to cure the noncompliance, including implementing conditions consistent with any court order or settlement agreement.

2.22.7 Damages. Notwithstanding any provision in this Contract to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, Subcontractor, or both, shall be liable for damages as authorized by law.

2.22.8 Any such damages are distinct from any penalties imposed under chapter 49.60 RCW or applicable law or provision of this Contract.

2.22.9 Nothing in this Section shall preclude HCA from requiring a Corrective Action Plan or imposing sanctions or liquidated damages as authorized by this Contract.

32. Section 2, General Terms and Conditions, Subsection 2.26 Survivability is amended to read as follows:

2.26 Survivability

The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract include but are not limited to: Fraud, Overpayment, Indemnification and Hold Harmless, Access to Records and Data, Maintenance of Records, and Data Sharing Terms. After termination of this Contract, the Contractor remains obligated to:

2.26.1 Submit reports required in this Contract.

2.26.2 Provide access to records required in accordance with the Access to Records and Data provisions of this Section.

2.26.3 Provide the administrative services associated with Contracted Services (e.g., claims processing, Individual Appeals) provided to Individuals prior to the effective date of termination under the terms of this Contract.

2.26.4 Repay any Overpayments that:

2.26.4.1 Pertain to services provided at any time during the term of this Contract; and

2.26.4.2 Are identified through an HCA audit or other HCA administrative review at any time on or before ten years from the date of the termination of this Contract; or

2.26.4.3 Are identified through a Fraud investigation conducted by the MFCD or other law enforcement entity, based on the timeframes provided by federal or state law.

33. Section 2, General Terms and Conditions, Subsection 2.28 Contractor Certification Regarding Ethics is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

34. Section 2, General Terms and Conditions, Subsection 2.30 Industrial Insurance Coverage is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

35. Section 2, General Terms and Conditions, Subsection 2.31 Notices is amended to read as follows:

2.31 Notices

If either one party is required to give notice to the other under this Contract, it shall be deemed given if sent via email with the "delivery receipt" and/or "read receipt" feature enabled, or sent by a recognized United States Postal Service. If notice is sent by email, the receiving party must confirm receipt by accepting the "read receipt" notice.

2.31.1 In the case of notice from HCA to the Contractor, notice will be sent to:

«Email»

OR

«ContactFName» «ContactLName», «WorkingTitle»

«OrganizationName»
«CorporateStAddress»
«CCity», «CState» «CZip»

2.31.2 In the case of notice from the Contractor to HCA, notice will be sent to:

contracts@hca.wa.gov and HCABHASO@hca.wa.gov

OR

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services/Contracts Office
PO Box 42702
Olympia, WA 98504-2702

2.31.3 Notices delivered through the United States Postal Service will be effective on the date delivered as evidenced by the return receipt. Notices delivered by email, will be deemed to have been received when the recipient acknowledges, by email reply, having received that email.

2.31.4 Either party may, at any time, change its mailing address or email address for notification purposes by sending a notice in accord with this Section, stating the change and setting for the new address, which shall be effective on the tenth Business Day following the effective date of such notice unless a later date is specified.

36. Section 2, General Terms and Conditions, Subsection 2.33 Proprietary Data or Trade Secrets is renamed to read Contractor's Proprietary Data or Trade Secrets and is amended to read as follows:

2.33 Contractor's Proprietary Data or Trade Secrets

2.33.1 Except as required by law, regulation, or court order, data identified by the Contractor as proprietary information or trade secret information shall be kept strictly confidential, unless the Contractor provides prior written consent for disclosure to specific parties. Any release or disclosure of such proprietary information shall include the Contractor's interpretation.

2.33.2 The Contractor shall identify data which it asserts is proprietary information or is trade secret information as permitted by RCW 41.05.026. If HCA anticipates releasing data that is identified as proprietary or trade secrets, HCA will notify the Contractor upon receipt of any request under the Public Records Act (chapter 42.56 RCW) or otherwise for data or Claims Data identified by the Contractor as proprietary trade secret information and will not release any such data until five (5) Business Days after it has notified the Contractor of the receipt of such request. If the Contractor files a lawsuit within the aforementioned five (5) Business Day period in an attempt to prevent disclosure of the data, HCA will not disclose the data unless it is ordered to do so by a court, the Contractor dismisses its lawsuit, or the Contractor agrees that the data may be released.

2.33.3 Nothing in this Section shall prevent HCA from filing its own lawsuit or joining any other lawsuit in an attempt to prevent disclosure of the data, or to obtain a declaration regarding the potential disclosure of the data, provided that HCA will promptly notify the Contractor of any such legal action.

37. Section 2, General Terms and Conditions, Subsection 2.36 Ownership of Material is renamed to read Ownership Rights and is amended to read as follows:

2.34 Ownership Rights

Nothing in this Contract shall give HCA ownership rights to the systems developed or acquired by the Contractor during the performance of this Contract. Nothing in this Contract shall give the Contractor ownership rights to the systems developed or acquired by HCA during the performance of this Contract.

38. Section 2, General Terms and Conditions, Subsection 2.38 Conflict of Interest Safeguards is renamed to read Contractor Ethics and Conflict of Interest Safeguards and is amended to read as follows:

2.38 Contractor Ethics and Conflict of Interest Safeguards

2.38.1 The Contractor certifies that the Contractor is now, and shall remain, in compliance with chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

2.38.2 The Contractor shall have conflict of interest safeguards that, at a minimum, are equivalent to conflict-of-interest safeguards imposed by federal law on parties involved in public Contracting (42 C.F.R. § 438.58).

39. Section 2, General Terms and Conditions, Subsection 2.40 Termination by Default is renamed to read Termination for Default and is amended to read as follows:

2.40 Termination for Default

2.40.1 **Termination by Contractor**. The Contractor may terminate this Contract whenever HCA defaults in performance of this Contract and fails to cure the default within a period of one hundred twenty (120) calendar days (or such longer period as the Contractor may allow) after proper receipt from the Contractor of a written notice specifying the full nature of the default. For purposes of this Section, "default" means failure of HCA to meet one or more material obligations of this Contract. If it is determined that HCA was not in default, HCA may claim damages for wrongful termination through the dispute resolution provisions of this Contract or by a court of competent jurisdiction.

2.40.2 **Termination by HCA**. HCA may terminate this Contract whenever HCA determines the Contractor has defaulted in performance of the Contract and has failed to cure the default within a reasonable period of time as set by HCA, based on the nature of the default and how such default impacts possible Individuals. For purposes of this Section, "default" means failure of Contractor to meet one or more material obligations of this Contract; this may minimally include the following:

2.40.2.1 The Contractor did not fully and accurately make any disclosure as required by the HCA.

2.40.2.2 The Contractor failed to timely submit accurate information as required by the HCA.

2.40.2.3 One of the Contractor's owners failed to timely submit accurate information as required by the HCA.

2.40.2.4 The Contractor's agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of the Contractor, failed to timely submit accurate information as required by the HCA.

2.40.2.5 One of the Contractor's owners/administrators did not cooperate with any screening methods as required by the HCA.

2.40.2.6 One of the Contractor's owners has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten years.

2.40.2.7 The Contractor has been terminated under title XVIII of the Social Security Act, or under any states' Medicaid or CHIP program.

2.40.2.8 One of the Contractor's owners fails to submit sets of fingerprints in a form and manner to be determined by HCA within thirty (30) days of an HCA request.

2.40.2.9 The Contractor failed to permit access to one of the Contractor's locations for site visits.

2.40.2.10 The Contractor has falsified any information provided on its application.

40. Section 2, General Terms and Conditions, Subsection 2.42 Terminations: Pre-termination Processes is renamed to read Terminations Procedures and is amended to read as follows:

2.42 Terminations Procedures

2.42.1 Either party to this Contract shall give the other party to this Contract written notice, as described in the Notices Section of the General Terms and Conditions of this Contract, of its intent to terminate this Contract and the reason for termination.

2.42.2 If either party disagrees with the other party's decision to terminate this Contract, that party will have the right to a dispute resolution as described in the Disputes Section of this Contract.

41. Section 2, General Terms and Conditions, Subsection 2.44 Termination – Information on Outstanding Claims is renamed to read Transition Obligations and is amended to read as follows:

2.44 Transition Obligations

If this Contract is terminated, the Contractor shall provide HCA, within ninety (90) calendar days, all available information reasonably necessary for the reimbursement of any outstanding claims or bills for Contracted Services to Individuals. Information and reimbursement of such claims is subject to the provisions of the Payment and Sanctions Section of this Contract.

42. Section 4, Service Area and Individual Eligibility, Subsection 4.3 Eligibility is amended to read as follows:

4.3 Eligibility

4.3.1 All Individuals in the Contractor's RSA regardless of insurance status, ability to pay, county of residence, or level of income are eligible to receive Medically Necessary Behavioral Health Crisis Services, and services related to the administration of the ITA and Involuntary Commitment Act (chapters 71.05 and 71.34 RCW).

4.3.2 The Contractor shall also prioritize the use of funds for the provision of non-crisis behavioral health services including crisis stabilization and voluntary Behavioral Health admissions for Individuals in the Contractor's RSA who are not eligible for Medicaid and meet the medical necessity and financial eligibility criteria described herein.

4.3.3 To be eligible for any GFS non-crisis Behavioral Health service under this Contract, an Individual must meet the financial eligibility criteria and the clinical or program eligibility criteria for the GFS service:

4.3.3.1 Individuals who do not qualify for Medicaid and have income up to 220 percent of the federal poverty level meet the financial eligibility for all of the GFS services.

4.3.3.2 For services in which medical necessity criteria applies, all services must be Medically Necessary.

4.3.3.3 As defined in this Contract, certain populations have priority to receive services.

4.3.4 The Contractor shall ensure that FBG funds are used only for services to Individuals who are not enrolled in Medicaid, or for services that are not covered by Medicaid, as outlined in Section 19, Federal Block Grants (FBG).

4.3.5 Meeting the eligibility requirements under this Contract does not guarantee the Individual will receive a non-crisis behavioral health service. Services other than Behavioral Health Crisis Services and ITA-related services are contingent upon Available Resources as managed by the Contractor.

4.3.6 Eligibility functions may be done by the Contractor or delegated to Providers. If delegated to Providers, the Contractor shall monitor the Providers' use of such protocols and ensure appropriate compliance in determining eligibility.

4.3.6.1 The Contractor shall develop eligibility data collection protocols for Providers to follow to ensure that the Provider checks the Individual's Medicaid eligibility prior to providing a service and captures sufficient demographic, financial, and other information to support eligibility decisions and reporting requirements.

4.3.6.2 At HCA's direction, the Contractor shall participate with the regional AH-IMC MCOs in a regional initiative to develop and implement consistent protocols to determine clinical or program eligibility for the non-crisis Behavioral Health services.

4.3.6.3 The Contractor shall participate in developing protocols for Individuals with frequent eligibility changes. The protocols will address, at a minimum, coordination with the AH-IMC MCOs, Tribes, HCA Regional Tribal Liaisons, and referrals, reconciliations, and potential transfer of GFS/FBG funds to promote Continuity of Care for the Individual. Any reconciliation will occur at a frequency determined by HCA, but no less than semiannually, with potential for up to monthly reconciliations in the last quarter of the allocation year.

43. Section 7, Quality Assessment and Performance Improvement, Subsection 7.5 Health Information Systems is amended to read as follows:

7.5 Health Information Systems

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

The Contractor shall have in place mechanisms to verify the health information received from Subcontractors. The Contractor shall:

7.5.1 Collect, analyze, integrate, and report data. The system must provide information on areas including, but not limited to utilization, and fund availability by service type and fund source.

7.5.2 Ensure data received from Providers is accurate and complete by:

7.5.2.1 Verifying the accuracy and timeliness of reported data;

7.5.2.2 Screening the data for completeness, logic, and consistency; and

7.5.2.3 Collecting service information on standardized formats to the extent feasible and appropriate.

7.5.3 Make all collected data available to HCA upon request, to the extent permitted by the HIPAA Privacy Rule (45 C.F.R. Part 160 and Subparts A and E of Part 164 and RCW 70.02.005).

7.5.4 Establish and maintain protocols to support timely and accurate data exchange with any Subcontractor that will perform any delegated functions under the Contract. Adding information to the portal shall not be a barrier to providing a necessary Crisis Service.

7.5.5 Establish and maintain web-based portals with appropriate security features that allow referrals, requests for prior authorizations, claims/encounters submission, and claims/encounters status updates.

7.5.6 Have information systems that enable paperless submission, automated processing, and status updates for prior authorization and other utilization management related requests.

7.5.7 Maintain behavioral health content on a website that meets the following minimum requirements.

7.5.7.1 Public and secure access via multi-level portals for providing web-based training, standard reporting, and data access for the effective management and evaluation of the performance of the Contract and the service delivery system as described under this Contract.

7.5.7.2 The Contractor shall organize the website to allow for easy access of information by Individuals, family members, network Providers, stakeholders, and the public in compliance with the ADA. The Contractor shall include on its website, at a minimum, the following information, or links:

7.5.7.2.1 Hours of operations;

7.5.7.2.2 How to access information on Contracted Services and toll-free crisis telephone numbers;

7.5.7.2.3 Telecommunications device for the deaf/text telephone numbers;

7.5.7.2.4 Information on the right to choose a qualified behavioral health service Provider, including IHCPs, when available and Medically Necessary; and

7.5.7.2.5 An overview of the range of behavioral health services being provided.

44. Section 7, Quality Assessment and Performance Improvement, Subsection 7.9 Data Quality Standards and Error Correction for Behavioral Health Supplemental Data is amended to read as follows:

7.9 Data Quality Standards and Error Correction for Behavioral Health Supplemental Data

7.9.1 The submitted supplemental data shall adhere to the following data quality standards:

7.9.1.1 The data quality standards listed within this Contract and incorporated by reference into this Contract. The Contractor shall make changes or corrections to any systems, processes, or data transmission formats as needed to comply with HCA's data quality standards as defined and subsequently amended.

7.9.1.2 Submitted supplemental data shall include all transactions and shall have all fields required and outlined in the BHDG to support accurate data reporting and accurate matching with encounter data records submitted to the ProviderOne system.

7.9.1.3 Submitted supplemental data must pass all BHDS edits with a disposition of accept as listed in the BHDG or as sent out in communications from HCA to the Contractor; and

7.9.1.4 Submitted supplemental data must not contain transactions that are a duplicate of a previously submitted transaction unless submitted as a change or delete record to the existing record.

7.9.2 Upon receipt of data submitted, the BHDS generates error reports.

7.9.3 The Contractor must review each error report to assure that data submitted and rejected due to errors are corrected and resubmitted within sixty (60) calendar days from the date of rejection, except as outlined in the prior section for errors related to the DCR Investigation and ITA Hearing transactions.

7.9.4 HCA shall perform supplemental transaction data quality reviews to ensure receipt of complete and accurate supplemental data for program administration and for matching supplemental transactions in the BHDS to encounters within the ProviderOne system.

7.9.4.1 Data quality shall be measured for each individual transaction as outlined in the BHDG. Error ratios that exceed 1 percent for each separate transaction may result in corrective actions up to and including sanctions.

7.9.4.2 Errors corrected as a result of error report review by the Contractor or as a result of an HCA data quality review must be submitted within sixty (60) calendar days from notification by HCA.

7.9.4.3 The Contractor shall, upon receipt of a data quality notice from HCA, inform subcontractors about any changes needed to ensure correct reporting of services.

7.9.4.4 If the Contractor requires more than sixty (60) calendar days to make corrections and resubmit identified supplemental transactions, then written notice must be submitted by the Contractor to HCA including reason for delay and date of completion. The Contractor shall notify HCA at mmishelp@hca.wa.gov or the specific email listed in the notification sent by HCA, and HCA will provide a final decision to the request in writing.

45. Section 9, Subcontracts, Subsection 9.5 Provider Subcontracts is amended to read as follows:

9.5 Provider Subcontracts

The Contractor's Subcontracts shall contain the following provisions:

9.5.1 A statement that Subcontractors receiving GFS or FBG funds shall cooperate with the Contractor or HCA-sponsored Quality Improvement (QI) activities.

9.5.2 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

9.5.3 For FBG funding, the Subcontractor shall make a good faith effort to invoice the Contractor for all services rendered:

9.5.3.1 within thirty (30) calendar days after the end of the month services were provided; or

9.5.3.2 within thirty (30) days after the funding source end date or the end of the grant funding year.

9.5.4 For Providers, a requirement to provide discharge planning services which shall, at a minimum:

9.5.4.1 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.

9.5.4.2 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.

9.5.4.3 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.

9.5.4.4 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 IHCPs.

9.5.4.5 Coordinate services to financially-eligible Individuals who are in need of medical services.

9.5.5 A requirement that residential treatment Providers ensure that priority admission is given to the populations identified in this Contract.

9.5.6 Requirements for information and data sharing to support Care Coordination consistent with this Contract.

9.5.7 A requirement to implement a Grievance Process that complies with WAC 182-538C-110 and as described in the Grievance and Appeal System Section of this Contract.

9.5.8 A requirement that termination of a Subcontract 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.

9.5.9 Requirements for how Individuals will be informed of their right to a Grievance or Appeal in the case of:

9.5.9.1 Denial or termination of service related to medical necessity determinations.

9.5.9.2 Failure to act upon a request for services with reasonable promptness.

9.5.10 A requirement that the Subcontractor shall comply with chapter 71.32 RCW (Mental Health Advance Directives).

9.5.11 A requirement to provide Individuals access to translated information and interpreter services as described in the Materials and Information Section of this Contract.

9.5.12 A requirement for adherence to established protocols for determining eligibility for services consistent with this Contract.

9.5.13 A requirement to use the current version of the Integrated Co-Occurring Disorder Screening Tool (GAIN-SS). The Contractor shall include requirements for training staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement as well as requirements for

corrective action if the process is not implemented and maintained throughout the Contract's period of performance.

9.5.14 A requirement for subcontracted staff to participate in training when requested by HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.

9.5.15 A requirement to conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in chapter 43.43 RCW and chapter 246-341 WAC.

9.5.16 Requirements for nondiscrimination in employment and Individual services.

9.5.17 Protocols for screening for Debarment and suspension of certification.

9.5.18 Requirements 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.

9.5.19 A requirement to participate in the peer review process when requested by 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 5 percent of treatment Providers will be reviewed.

9.5.20 The Contractor shall ensure that the Charitable Choice Requirements of 42 C.F.R. Part 54 are followed, and that Faith-Based Organizations (FBO) are provided opportunities to compete with SUD Providers for funding.

9.5.21 If the Contractor Subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

9.5.21.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Providers.

9.5.21.2 The FBO shall facilitate a referral to an alternative Provider within a reasonable time frame when requested by the recipient of services.

9.5.21.3 The FBO shall report to the Contractor all referrals made to alternative Providers.

9.5.21.4 The FBO shall provide Individuals with a notice of their rights.

9.5.21.5 The FBO provides Individuals with a summary of services that includes any religious activities.

9.5.21.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.

9.5.21.7 No funds may be expended for religious activities.

9.5.22 A requirement that the Subcontractor shall respond with all available records in a timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(C)(iv).

9.5.22.1 The Contractor shall report new commitment data within 24 hours. Commitment information under this Section does not need to be re-sent if it is already in the possession of HCA. The Contractor and HCA shall be immune from liability related to the sharing of commitment information under this Section (RCW 71.05.740).

9.5.23 Delegated activities are documented and agreed upon between Contractor and Subcontractor. The document must include:

9.5.23.1 Assigned responsibilities.

9.5.23.2 Delegated activities.

9.5.23.3 A mechanism for evaluation.

9.5.23.4 Corrective action policy and procedure.

9.5.24 A requirement that information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

9.5.25 The Subcontractor 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 Contractor. The Subcontractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, 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 the Subcontractor, its agents, officers, employees, or contractors.

9.5.26 A ninety (90) calendar day termination notice provision.

9.5.27 A specific provision for termination with short notice when a Subcontractor is excluded from participation in the Medicaid program.

9.5.28 A provision for ongoing monitoring and compliance review when the Contractor identifies deficiencies or areas requiring improvement and provide for corrective action.

9.5.28.1 The Contractor shall ensure that Subcontractors have complied with data submission requirements established by HCA for all services funded under the Contract.

9.5.28.2 The Contractor shall ensure that the Subcontractor updates individual funding information when the funding source changes.

9.5.28.3 The Contractor shall maintain written or electronic records of all Subcontractor monitoring activities and make them available to HCA upon request.

9.5.29 A statement that Subcontractors shall comply with all applicable required audits including authority to conduct a Facility inspection, and the federal OMB Super Circular, 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 audits.

9.5.29.1 The Contractor shall submit a copy of the OMB audit performed by the state Auditor to the HCA Contact identified on page one of the Contract within ninety (90) calendar days of receipt by the Contractor of the completed audit.

9.5.29.1.1 If a Subcontractor is subject to OMB Super Circular audit, the Contractor shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements.

9.5.29.1.2 If a Subcontractor is not subject to OMB Super Circular, the Contractor shall perform sub-recipient monitoring in compliance with federal requirements.

9.5.30 The Contractor shall document and confirm in writing all single case agreements with Providers. The agreement shall include:

9.5.30.1 The description of the services;

9.5.30.2 The authorization period for the services, including the begin date and the end date for approved services;

9.5.30.3 The rate of reimbursement for the service or reference to the Contractor's fee schedule or other documents that define payment; and

9.5.30.4 Any other specifics of the negotiated rate.

9.5.31 The Contractor must supply documentation to the Subcontractor no later than five (5) Business Days following the signing of the agreement. Updates to the unique contract, must include all elements (begin date, end date, rate of care or reference to fee schedule and any other specifics regarding the services or payment methods).

9.5.32 The Contractor shall maintain a record of the single case agreements for a period of six (6) years.

46. Section 11, Individual Rights and Protections, Subsection 11.4 Individual Choice of Behavioral Health Provider is amended to read as follows:

11.4 Individual Choice of Behavioral Health Provider

11.4.1 An Individual may maintain existing behavioral health Provider relationships when funding is available and when the Contracted Services are Medically Necessary. Individuals are not guaranteed a choice of Behavioral Health Providers for Contracted Services.

47. Section 12, Utilization Management (UM) Program and Authorization of Services, Subsection 12.1 Utilization Management Requirements is amended to read as follows:

12.1 Utilization Management Requirements

12.1.1 The Contractor's Behavioral Health Medical Director will provide guidance, leadership, and oversight of the Contractor's UM program for Contracted Services used by Individuals. The following activities may be carried out in conjunction with the administrative staff or other clinical staff, but are the responsibility of the Behavioral Health Medical Director to oversee:

12.1.1.1 Processes for evaluation and referral to services.

12.1.1.2 Review of consistent application of criteria for provision of services within Available Resources and review of related Grievances.

12.1.1.3 Review of assessment and treatment services against clinical practice standards. Clinical practice standards include but are not limited to evidenced based practice guidelines, culturally appropriate services, discharge planning guidelines, and activities such as coordination of care.

12.1.1.4 Monitor for over-utilization and under-utilization of services, including Crisis Services.

12.1.1.5 Ensure that resource management and UM activities are not structured in such a way as to provide incentives for any individual or entity to deny, limit, or discontinue Medically Necessary behavioral health services.

12.1.2 The Contractor shall develop and implement UM protocols for all services and supports funded solely or in part through GFS or FBG funds. The UM protocols shall comply with the following provisions:

12.1.2.1 The Contractor must have policies and procedures that establish a standardized methodology for determining when GFS and FBG resources are available for the provision of behavioral health services. The processes and methodology shall include the following components:

12.1.2.1.1 An aggregate of spending across GFS and FBG fund sources under the Contract.

12.1.2.1.2 For any case-specific review decisions, the Contractor shall maintain UM criteria when making authorization, continued stay and discharge determinations. The UM criteria shall address GFS and SABG priority population requirements.

12.1.2.1.3 The Contractor shall use the six dimensions of the ASAM criteria to make medical necessity decisions for SUD services.

12.1.2.1.4 A plan to address under- or over-utilization patterns with Providers to avoid unspent funds or gaps in service at the end of a Contract period due to limits in Available Resources.

12.1.2.1.5 Education and technical assistance to address issues related to quality of care, medical necessity, timely and accurate claims submission or aligning service utilization with allocated funds to avoid disruption in service or unspent funds at the end of a Contract year.

12.1.2.1.6 Corrective action with Providers, as necessary, to address issues with compliance with state and federal Regulations or ongoing issues with patterns of service utilization.

12.1.2.1.7 A process to make payment denials and adjustments when patterns of utilization deviate from state, federal or Contract requirements (e.g., single source funding).

12.1.2.2 The Contractor shall monitor Provider discharge planning to ensure Providers meet requirements for discharge planning defined in this Contract.

12.1.3 The Contractor shall educate UM staff in the application of UM protocols including the criteria used in making UM decisions. UM protocols shall take into account the greater and particular needs of diverse populations, as reflected in Health Disparities, risk factors (such as ACEs for Individuals of any age), Historical Trauma, and the need for Culturally Appropriate Care

12.1.4 The Contractor shall ensure that all UM staff making service authorization decisions have been trained in working with the specific area of service which they are authorizing and managing and the needs and clinical risk factors of diverse populations.

12.1.5 The Contractor's policies and procedures related to UM shall comply with and require the compliance of Subcontractors with delegated authority for UM requirements described in this Section.

12.1.6 Authorization reviews shall be conducted by state licensed Behavioral Health Professionals with experience working with the populations and/or settings under review.

12.1.6.1 The Contractor shall have UM staff with experience and expertise in working with Individuals of all ages with a SUD and who are receiving medication-assisted treatment.

12.1.7 Actions including any decision to authorize a service in an amount, duration or scope that is less than requested shall be conducted by:

12.1.7.1 A physician board-certified or board-eligible in Psychiatry or Child and Adolescent Psychiatry;

12.1.7.2 A physician board-certified or board-eligible in Addiction Medicine, a Subspecialty in Addiction Psychiatry; or

12.1.7.3 A licensed, doctoral level clinical psychologist.

12.1.8 The Contractor shall ensure that any behavioral health clinical peer reviewer who is subcontracted or works in a service center other than the Contractor's Washington State service center shall be subject to the same supervisory oversight and quality monitoring as staff located in the Washington State service center. This includes participation in initial orientation and at least annual training on Washington State specific benefits, protocols, and initiatives.

12.1.9 The Contractor shall ensure that any behavioral health Actions must be peer-to-peer, that is, the credential of the licensed clinician making the decision to authorize service in an amount, duration or scope that is less than requested must be at least equal to that of the recommending clinician. In addition:

12.1.9.1 A physician board-certified or board-eligible in Psychiatry must determine all inpatient level of care Actions for psychiatric treatment.

12.1.9.2 A physician board-certified or board-eligible in Addiction Medicine, or a subspecialty in Addiction Psychiatry, must determine all inpatient level of care Actions (denials) for SUD treatment.

12.1.10 The Contractor shall not structure compensation to individuals or entities that conduct UM activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary services to any Individual.

12.1.11 The Contractor shall maintain written job descriptions of all Contractor UM staff. Contractor staff that review denials of care based on medical necessity shall have job descriptions that include a description of required education, training, or professional experience in medical or clinical practice, and HIPAA training compliance.

12.1.12 The Contractor shall maintain evidence of a current, non-restricted license and HIPAA training compliance for staff that review denials of care based on medical necessity.

12.1.13 The Contractor shall have a sufficient number of behavioral health clinical reviewers available to conduct denial and appeal reviews or to provide clinical consultation on complex case review and other treatment needs.

12.1.14 The Contractor shall not penalize or threaten a Provider or facility with a reduction in future payment or termination of Participating Provider or participating facility status because the Provider or facility disputes the Contractor's determination with respect to coverage or payment for health care services.

48. Section 12, Utilization Management (UM) Program and Authorization of Services, Subsection 12.2 Medical Necessity Determination is amended to read as follows:

12.2 Medical Necessity Determination

The Contractor shall collect all information necessary to make medical necessity determinations. The Contractor shall determine which Contracted Services are Medically Necessary according to the definition of Medically Necessary services in this Contract. The Contractor's determination of medical necessity shall be final, except as specifically provided in Section 14 of this Contract.

49. Section 13, Program Integrity, Subsection 13.5 Reporting is amended to read as follows:

13.5 Reporting

13.5.1 The Contractor shall submit to HCA a report of any recoveries made or overpayments identified by the Contractor during the course of their claims review/analysis. The report must be submitted to HCA at ProgramIntegrity@hca.wa.gov.

13.5.2 The Contractor is responsible for investigating Individual Fraud, waste, and abuse. If the Contractor suspects Client Fraud:

13.5.2.1 The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of Fraud by an Individual to the HCA Division of Audit, Integrity and Oversight (DAIO) by any of the following:

13.5.2.1.1 Sending an email to WAHeligibilityfraud@hca.wa.gov;

13.5.2.1.2 Calling DAIO at 360-725-0934 and leaving a detailed message;

13.5.2.1.3 Mailing a written referral to:

Health Care Authority

Attn: DAIO

P.O. Box 45503

Olympia, WA 98504-5503

13.5.2.1.4 Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-763-7416.

13.5.3 The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of Provider Fraud by an individual or group using the WA Fraud Referral Form within five (5) Business Days from the date of determining an allegation of potential Fraud exists.

13.5.4 The Contractor shall submit to HCA on occurrence a list of terminations report including Providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation, and any related Program Integrity termination. The Contractor shall send the report electronically to HCA at ProgramIntegrity@hca.wa.gov with subject "Program Integrity list of Terminations Report." The report must include all of the following:

13.5.4.1 Individual Provider/entities' name;

13.5.4.2 Individual Provider/entities' NPI number;

13.5.4.3 Source of termination;

13.5.4.4 Nature of the termination; and

13.5.4.5 Legal action against the individual/entities.

50. Section 15, Care Management and Coordination, Subsection 15.4 Care Coordination and Continuity of Care: State Hospitals and Long Term Civil Commitment (LTCC) Facilities is amended to read as follows:

15.4.1.1 The Contractor shall ensure Individuals are medically cleared, prior to admission to a state hospital or LTCC facility when informed of the admission in advance.

51. Section 17, Scope of Services-Crisis System, Subsection 17.1 Crisis System General Requirements, subsection 17.1.4 is amended to read as follows:

17.1 Crisis System General Requirements

17.1.4 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, RCW 71.24.300, and chapter 71.34 RCW.

17.1.4.1 Requirements include payment for all Behavioral Health services ordered by the court for Individuals ineligible for Medicaid, and ITA court costs and Transportation to and from for court hearings.

17.1.4.2 Crisis Services become ITA Services when a DCR determines an Individual must be evaluated for involuntary treatment. ITA services continue until the end of the Involuntary Commitment and may be outpatient or inpatient.

17.1.4.3 ITA decision-making authority of the DCR must be independent of the Contractor.

52. Section 17, Scope of Services-Crisis System, Subsection 17.4 Crisis System Operation Requirements, subsection 17.4.1 is amended to read as follows:

17.4 Crisis System Operational Requirements

17.4.1 The Contractor will establish comprehensive Regional Crisis Protocols for dispatching Mobile Rapid Response Crisis Teams and Community Based Crisis Teams. The Regional Crisis Protocols must memorialize expectations, understandings, lines of communication, and strategies for optimizing crisis response within available resources. The Regional Crisis Protocols must describe how partners and stakeholders will share information, including real-time information sharing between 988 contact hubs and regional crisis lines. The Regional Crisis Protocols must be submitted to HCA for approval by January 1, 2025. HCA will approve within ninety (90) calendar days of receipt of the Regional Crisis Protocols. If the Contractor does not intend to develop or submit Regional Crisis Protocols, they must notify HCA by September 1, 2024. Submit the Regional Protocols to HCABHASO@hca.wa.gov.

17.4.1.1 The Regional Crisis Protocols should be updated as needed. The Contractor must notify HCA if changes are made to the Regional Crisis Protocol within thirty (30) calendar days of the change.

17.4.1.2 The Regional Crisis Protocols must be reviewed, updated and resubmitted to HCA every three (3) years.

53. Section 17, Scope of Services-Crisis System, Subsection 17.4 Crisis System Operation Requirements, subsection 17.4.6 is amended to read as follows:

17.4.6 Each BH ASO will have a minimum of one adult MRRCT and one children, Youth, and family MRRCT in the region and continue to work on increasing capacity.

17.4.6.1 The Contractor will submit a quarterly MRRCT report using the most recent template provided by the HCA. This report will include quarterly data on CPC services and adult and youth crisis services. Reports are due January 31 (October-December), April 30 (January-March), July 31 (April-June), and October 31 (July-September). Submit reports to HCABHASO@hca.wa.gov.

17.4.6.2 The goal for each MRRCT is to have the capacity to provide services in the community 24 hours per day, seven days per week, 365 days per year with a two-person dyad (peer and clinician). Each MRRCT Provider must have a minimum of one Mental Health Professional supervisor to provide clinical oversight and supervision of all staff, at all times.

17.4.6.3 Implementation must include the following elements:

17.4.6.3.1 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.

17.4.6.3.2 On the initial crisis outreach service each team will require at a minimum, a Mental Health Professional, or a mental health care provider to provide clinical assessment and a peer trained in Crisis Services, responding jointly. Mental Health Care Provider (MHCPs), with WAC 246-341-0302 exemption, can respond jointly with a peer in place of an MHP, as long as at least one Mental Health Professional is available 24/7 for any MHCP or peer to contact for consultation, this Mental Health Professional does not have to be the 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.

17.4.6.3.3 All peers must complete the HCA sponsored peer crisis training.

17.4.6.3.4 All individuals providing MRRCT services, whether they are new or previously existing staff, must complete the following trainings:

17.4.6.3.5 HCA sponsored certification crisis intervention specialist trainings and trainings in Trauma Informed Care, De-escalation Techniques, and Harm Reduction.

17.4.6.3.6 MRRCT shall follow the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe.

54. Section 17, Scope of Services-Crisis System, Subsection 17.4 Crisis System Operation Requirements, subsection 17.4.7 is amended to read as follows:

17.4.7 The Contractor shall maintain contract with any MRRCT or Community Based Crisis Team (CBCT) that receives an endorsement from HCA. The Contractor will report any issues or concerns related to the endorsement teams fulfilling contract terms to HCA.

17.4.7.1 The Contractor will ensure their contracts with endorsed teams contain the following:

17.4.7.1.1 Funding for the enhanced case rate for endorsed teams;

17.4.7.1.2 Mechanism to make supplemental performance payments to an endorsed team that responds to Behavioral Health Emergencies and meets the response times described in RCW 71.24.903 for rural, suburban, and urban areas;

17.4.7.1.3 The ability to collect identified endorsement related data and service encounters;

17.4.7.1.4 Inclusion of the endorsed team in regional dispatch protocols as the primary responder to calls defined as a Behavioral Health Emergency in chapter 182-140 WAC for their service area;

17.4.7.1.5 The Contractor will monitor Providers annually to ensure compliance of the endorsement standards;

17.4.7.1.6 The Contractor will conduct formal inspections of Providers within sixty (60) calendar days that are determined to be out of compliance with the endorsement standards; and

17.4.7.1.7 The Contractor must notify HCA within thirty (30) calendar days if an endorsed team is determined to be out of compliance with the endorsement standards.

17.4.7.2 Being endorsed makes teams eligible for performance payments. The choice not to become endorsed does not change a team's obligation to comply with any standards adopted by HCA related to MRRCTs.

17.4.7.2.1 Nothing in the endorsement standards shall be construed to alter or interfere with MRRCT standards in the contract nor any requirements in the contract between BH-ASO and HCA.

55. Section 17, Scope of Services-Crisis System, Subsection 17.4 Crisis System Operation Requirements, subsection 17.4.11 is amended to read as follows:

17.4.11 The Contractor shall establish registration processes for non-Medicaid Individuals utilizing Crisis Services to maintain demographic and clinical information and establish a medical record/tracking system to manage their crisis care, closed loop referrals, and utilization.

56. Section 17, Scope of Services-Crisis System, Subsection 17.5 Crisis System Services, subsection 17.5.2 is amended to read as follows:

17.5.2 The Contractor shall provide the following services to Individuals who meet eligibility requirements defined in this Contract but who do not qualify for Medicaid, when Medically Necessary, and based on Available Resources:

17.5.2.1 Crisis Stabilization Services, includes short-term assistance with life skills training and understanding of medication effects and follow up services. Services are provided in the Individual's own home, another home-like setting, or a setting which provides safety for the Individual experiencing a behavioral health crisis.

17.5.2.2 SUD Crisis Services including short term stabilization, a general assessment of the Individual's condition, an interview for therapeutic purposes, and arranging transportation home or to an approved Facility for intoxicated or incapacitated Individuals on the streets or in other public places. Services may be provided by telephone, in person, in a Facility or in the field. Services may or may not lead to ongoing treatment.

17.5.2.3 Secure Withdrawal Management and Stabilization Services provided in a Facility licensed and certified by DOH to provide involuntary evaluation and treatment services to Individuals detained by the DCR for SUD ITA. Appropriate care for Individuals with a history of SUD who

have been found to meet criteria for involuntary treatment includes: evaluation and assessment provided by a SUDP; acute or subacute withdrawal management services; SUD treatment; and discharge assistance provided by SUDPs, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to LRA as appropriate for the Individual in accordance with WAC 246-341-0912. This is an involuntary treatment which does not require authorization.

17.5.2.4 Peer-to-Peer Warm Line Services are available to callers with routine concerns who could benefit from or who request to speak to a peer for support and help de-escalating emerging crises. Warm line staff may be peer volunteers who provide emotional support, comfort, and information to callers living with a mental illness.

17.5.2.5 Supportive housing services are a specific intervention for Individuals who, but for the availability of services, do not succeed in housing and who, but for housing, do not succeed in services. Supportive housing services help Individuals who are homeless or unstably housed live with maximum independence in community-integrated housing. Activities are intended to ensure successful community living through the utilization of skills training, cueing, modeling, and supervision as identified by the person-centered assessment. Services can be provided flexibly, including in-person or on behalf of an Individual.

17.5.2.6 Supported employment services aid Individuals who have physical, behavioral, and/or long-term healthcare needs that make it difficult for the person to obtain and maintain employment. These ongoing services include individualized job coaching and training, help with employer relations, and assistance with job placement.

57. Section 17, Scope of Services-Crisis System, Subsection 17.9 Crisis System Reporting is amended to read as follows:

17.9 Crisis System Reporting

17.9.1 For each RSA, the Contractor shall provide crisis system reports to include quarterly and annual reports. Reports must be submitted to HCA at HCABHASO@hca.wa.gov.

17.9.1.1 The quarterly report is due forty-five (45) calendar days following each quarter. The Contractor must use the HCA provided Crisis System Metrics Report template.

17.9.1.2 The annual report is due by the last day of February for the previous calendar year. The report must include:

17.9.1.2.1 A summary and analysis about each region's crisis system, to include information from the quarterly Crisis System Metrics Report, callers funding sources (Medicaid, non-Medicaid, other) and caller demographics including age, gender, and ethnicity.

17.9.1.2.2 A summary of crisis system coordination activities with external entities, including successes and challenges. External entities addressed in the summary must include but are not limited to regional MCOs, community behavioral health Providers, First Responders, partners within the criminal justice system, and Tribal entities.

17.9.1.2.3 A summary of how Individuals' crisis prevention plans are used to inform DCRs dispatched on crisis visits, reduce unnecessary crisis system utilization, and maintain the Individual's stability. Include in

the summary an analysis of the consistency of use and effectiveness of the crisis prevention plans.

17.9.1.2.4 Provide a summary of the development, implementation, and outcomes of activities and strategies used to improve the crisis system. To include:

17.9.1.2.4.1 An overview and analysis of available information and data about the disposition of crisis calls.

17.9.1.2.4.2 The annual costs to operate the regional crisis line and a breakdown of the number of calls, by Medicaid and non-Medicaid, to the regional crisis line for the year.

17.9.1.2.4.3 Coordination of referrals to Provider agencies or MCOs for case management, awareness of frequent crisis line callers and reduction of law enforcement involvement with the crisis system.

17.9.1.2.4.4 A description of how crisis system data is used throughout the year, including the use of information from community partners about the crisis system effectiveness.

17.9.1.2.4.5 Any systemic changes to the crisis system planned in the upcoming year as a result of the information and data.

58. Section 21, Jail Transition Services, Subsection 21.1 Jail Transition Services Requirements is amended to read as follows:

21 Jail Transition Services

21.1.1 Jail Transition Services are to be provided within the identified resources in Exhibit A.

21.1.2 The 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.

21.1.3 The Contractor must identify and provide transition services to Individuals with mental illness and/or co-occurring disorders, including individuals participating in the Mental Health Sentencing Alternative, to expedite and facilitate their return to the community.

21.1.4 The Contractor shall accept referrals for intake of Individuals 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, Assessment, and Screenings for these Individuals and when appropriate provide transition services prior to their release from jail.

21.1.5 The Contractor shall assist Individuals with mental illness in completing and submitting an application for medical assistance prior to release from jail.

21.1.6 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 MCOs, or the FFS Medicaid Program.

21.1.7 Pre-release services shall include:

21.1.7.1 Mental health and 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.

21.1.7.2 Intake Evaluation, Assessment, and Screenings (Mental Health) for Individuals identified during the mental health screening as a member of a priority population.

21.1.7.3 Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

21.1.7.4 Other prudent pre-release and pre-trial case management and transition planning.

21.1.7.5 Direct mental health or SUD services to Individuals who are in jails that have no mental health staff working in the jail providing services.

21.1.8 Post-release services include:

21.1.8.1 Mental health and other services (e.g., SUD) to stabilize Individuals in the community.

21.1.8.2 Follow up to ensure a local treatment provider has accepted the individual on the Mental Health Sentencing Alternative into services and is able to provide follow up treatment and ensure adherence to the treatment plan and the requirements of the sentencing alternative, including reporting to the court.

21.1.9 If the Contractor has provided the jail services in this Section the Contractor may also use the Jail Coordination Services funds, if sufficient, to facilitate any of the following:

21.1.9.1 Identify recently booked Individuals that are eligible for Medicaid or had their Medicaid benefits suspended for purposes of establishing Continuity of Care upon release.

21.1.9.2 Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools.

21.1.9.3 Interlocal agreements with juvenile detention facilities.

21.1.9.4 Provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.

21.1.9.5 Training to local law enforcement and jail services personnel regarding de-escalation, crisis intervention, and similar training topics.

21.1.10 The Contractor will submit the Annual Jail Transition Services Report by August 31 of each year, for services provided in the prior state fiscal year. The report must be submitted to HCA at HCABHASO@hca.wa.gov. The report will include the following:

21.1.10.1 Number of Jail Transition Services provided;

21.1.10.2 Number of Individuals served with Jail Transition funding;

21.1.10.3 Narrative describing Jail Transition Services provided;

21.1.10.4 Narrative describing barriers to providing Jail Transition Services; and

21.1.10.5 Narrative describing strategies to overcome identified Jail Transition Services barriers.

59. Section 28, Recovery Navigator Program, Subsection 28.2 Recovery Navigators Plan is amended to read as follows:

28.2 Recovery Navigators Plan

28.2.1 Each navigator program must maintain enough appropriately trained personnel which must include individuals with lived experience with SUD to the extent possible. The SUD Regional Recovery Navigator Administrator must assure that staff conducting intake and referral services and field assessments are paid a livable and competitive wage and have appropriate training and receive continuing education.

28.2.2 The Recovery Navigator Program shall provide services to Youth and adults with behavioral health conditions who are referred to the program from diverse sources including:

28.2.2.1 Community-based outreach;

28.2.2.2 Intake and referral services;

28.2.2.3 Comprehensive assessment;

28.2.2.4 Connection to services; and

28.2.2.5 Warm handoffs to treatment and recovery support services along the continuum of care.

28.2.3 Additional services to be provided as appropriate include but not limited to:

28.2.3.1 Long-term intensive case management.

28.2.3.2 Recovery coaching.

28.2.3.3 Recovery support services.

28.2.3.3.1 Flexible Participant Funds may be used to cover a participant's modest and variable needs within available funding.

28.2.3.4 Treatment.

28.2.4 The Contractor shall update their Recovery Navigator Plan to reflect the updated Recovery Navigator Uniform Program Standards no later than April 1, 2025.

28.2.5 Each Recovery Navigator Program must submit quarterly reports to the Recovery Navigator Program Managed File Transfer (MFT) site (https://mft.wa.gov/webclient/Login.xhtml) using the Recovery Navigator Program data collection workbook. The quarterly reports are due the last day of the month following the end of each quarter. Reports are due: January 31 (October through December); April 30 (January through March); July 31 (April through June); and October 31 (July through September).

28.2.6 The Contractor shall participate in technical assistance provided by the LEAD National Support Bureau/Washington State Expansion Team for their Recovery Navigator Program. Technical assistance will depend on each Contractor's identified needs. Technical assistance can be provided virtually, by phone, email, or in-person.

28.2.7 The Contractor must participate in scheduled reviews of the Recovery Navigator Program including the following activities:

28.2.7.1 Monthly technical assistance with HCA;

28.2.7.2 Meetings every other month hosted by HCA; and

28.2.7.3 HCA hosted trainings.

60. Section 30, Youth Behavioral Health Navigator Program (YBHNP), Subsection 30.1 General Requirements is amended to read as follows:

30.1 General Requirements

30.1.1 The Youth Behavioral Health Navigator Program (YBHNP) is intended to establish and strengthen collaborative communication, identify community resources, provide Care Coordination, consultation, and community outreach, with the goal to improve access to and coordination of services for children and youth experiencing difficulty accessing behavioral health care including offering multi-disciplinary teams (MDTs) when clinically indicated.

30.1.2 Children and Youth boarding in emergency departments due to lack of placement options will be given priority access to this program and MDTs.

61. Section 30, Youth Behavioral Health Navigator Program (YBHNP), Subsection 30.2 Staffing renamed to read Supports in Navigating Access to Behavioral Health Resources and is amended to read as follows:

30.2 Supports in Navigating Access to Behavioral Health Resources

30.2.1 The Contractor will identify and hire program staff to meet the minimum requirements, including:

30.2.1.1 Experience in group facilitation.

30.2.1.2 Experience with Care Coordination.

30.2.1.3 Experience with advocacy and outreach.

30.2.1.4 Knowledge of family systems.

30.2.1.5 Experience with communication and documentation.

30.2.1.6 Knowable of community and regional resources, behavioral health funding, state law, and policies related to pediatric behavioral health.

30.2.1.7 Ability to perform data collection and creation of public records.

62. Section 30, Youth Behavioral Health Navigator Program (YBHNP), Subsection 30.3 Program Structure Requirements is amended to read as follows:

30.3 Program Structure Requirements

30.3.1 The Contractor shall develop the following program structures to support the work of the YBHNP:

30.3.1.1 Develop a regional community steering committee consisting of regional Providers with representation including but not limited to:

30.3.1.1.1 Child welfare;

30.3.1.1.2 Schools;

30.3.1.1.3 Emergency Management Services;

30.3.1.1.4 Juvenile Justice;

30.3.1.1.5 Emergency departments;

30.3.1.1.6 Pediatricians;

30.3.1.1.7 Behavioral Health Providers;

30.3.1.1.8 Autism specialists;

30.3.1.1.9 Social support providers;

30.3.1.1.10 Community Youth and family peer organizations;

30.3.1.1.11 Black Indigenous People of Color and Tribal affiliated agencies;

30.3.1.1.12 Community support services;

30.3.1.1.13 Managed Care Organization Care Coordinators;

30.3.1.1.14 Development Disabilities Administration Case Managers;

30.3.1.1.15 FYSPRTs;

30.3.1.1.16 Tribes; and

30.3.1.1.17 Regional CLIP Members

30.3.1.2 Work with the steering committee to:

30.3.1.2.1 Develop a strategic plan that includes a mission, vision, and values for the YBHNP effort.

30.3.1.2.2 Develop and implement a regional release of information (ROI) that all treatment entities will accept.

30.3.1.2.3 Develop and implement a non-disclosure/confidentiality form for partners who will be participating in MDTs.

30.3.1.2.4 A working agreement that defines and describes the role of the MDT participants.

30.3.1.2.5 Develop a YBHNP regional website that includes the following elements:

30.3.1.2.5.1 A referral portal where community members can request consultation, Care Coordination, and an MDT when in the best interest of the Youth and family.

30.3.1.2.5.2 Serves as a central location or hub describing where and how to access local resources.

30.3.1.2.5.3 Utilize the shared branding and logo for statewide program identification to be determined by the end of December 2024, with input and suggestion from all regions.

30.3.1.3 Utilize established steering committee partnerships with people and agencies to collectively address regional needs to improve regional outcomes.

63. Section 30, Youth Behavioral Health Navigator Program (YBHNP), Subsection 30.4 Technical Support is amended to read as follows:

30.4 Technical Support

30.4.1 Technical support will be available by Kids Mental Health Pierce County.

30.4.1.1 Per legislative direction, services in Pierce County are to continue to be provided by Kids Mental Health Pierce County releasing Carelon from this responsibility in the Pierce region.

30.4.2 The Contractor will participate in technical support and learning collaborative as needed to support the development and support of the YBHNP.

64. Section 30, Youth Behavioral Health Navigator Program (YBHNP), Subsection 30.5 Reporting is amended to read as follows:

30.5 Reporting

30.5.1 The quarterly services tracking report is due forty-five (45) calendar days after the end of each quarter being reported.

30.5.2 The quarterly narrative report is due forty-five (45) calendar days after the end of the quarter being reported.

65. Exhibit A-4, Non-Medicaid Funding Allocation, supersedes and replaces Exhibit A-3 and is attached hereto and incorporated herein.

66. Exhibit E-1, Data Sharing Terms, supersedes and replaces Exhibit E and is attached hereto and incorporated herein.

67. Exhibit G-3, Peer Bridger Program, supersedes and replaces Exhibit G-2 and is attached hereto and incorporated herein.

68. This Amendment will be effective as of January 1, 2025 ("Effective Date").

69. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

70. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Christine Rolfes	Christine Rolfes, Chair	2·24·25
HCA SIGNATURE Signed by: Annette Schuffenhauer 4F259F8AF7GE450...	**PRINTED NAME AND TITLE** Annette Schuffenhauer Chief Legal Officer	**DATE SIGNED** 12/30/2024

Exhibit A-4: Non-Medicaid Funding Allocation

Salish BH-ASO

This Exhibit addresses non-Medicaid funds in the Salish RSA for the provision of crisis services and non-crisis behavioral health services for January 1, 2025, through June 30, 2025, of state fiscal year (SFY) 2025. Amounts can be utilized during SFY ending June 30, 2025, unless otherwise noted.
MHBG and SABG funds will be administered by the BH-ASO in accordance with the plans developed locally for each grant. Block grant funding in Table 2 is shown for the full SFY 2025.

Table 1: Salish RSA January - June SFY 2025 GF-S Funding

Fund Source	Monthly	Total 6 Months	Amended 6 Month Amount
Flexible GF-S	$549,135.00	$3,294,810.00	
PACT	$15,788.00	$94,728.00	
Assisted Outpatient Tx	$5,147.00	$30,882.00	
Flexible GF-S (ASO)- Begin FY2021- Proviso (7B)	$16,342.00	$98,052.00	
Jail Services	$9,318.00	$55,908.00	
MH Sentencing Alternatives 153	$1,344.00	$8,064.00	
ITA - Non-Medicaid funding	$13,605.00	$81,630.00	
Detention Decision Review	$2,291.00	$13,746.00	
Crisis Triage/Stabilization	$37,167.00	$223,002.00	
Long-Term Civil Commitment Court Costs	$1,468.00	$8,808.00	
Trueblood Misdemeanor Diversion	$10,940.00	$65,640.00	
DCA - Dedicated Cannabis Account	$18,880.00	$113,280.00	
CJTA	$21,817.00	$130,902.00	
CJTA Therapeutic Drug Court	$21,892.00	$131,352.00	
CJTA State Drug Court	$17,573.00	$105,438.00	
Secure Detox	$8,466.00	$50,796.00	
Behavioral Health Advisory Board	$3,333.00	$19,998.00	
New Journey First Episode Psychosis	$4,264.00	$25,584.00	
Room & Board	$1,163.00	$6,978.00	
988 Enhanced Crisis funding (Proviso 112)	One-Time payment (Annual)		
Kitsap crisis triage services BHASO	One-Time payment (Six months)	-$125,000.00	
Discharge Planners	One-Time payment (Six months)	$53,647.00	
BH Service Enhancements	One-Time payment (Six months)	$114,952.00	
5092(65) Added Crisis Teams/child crisis teams	One-Time payment (Six months)	$584,097.00	
Youth Stabilization Crisis Teams	One-Time payment (Six months)	$91,694.00	
Recovery Navigator Program	One-Time payment (Six months)	$719,917.00	
Recovery Navigator Lead Admin	One-Time payment (Six months)	$70,000.00	
HB 1773 AOT LRA/LRO FTE Coordinator to ASO	One-Time payment (Six months)	$70,000.00	
HB 1773 AOT LRA/LRO Service and Hearing cost	One-Time payment (Six months)	$95,974.00	

Youth Inpatient Navigators	One-Time payment (Six months)	$202,250.00	
Total	**$759,933.00**	**$6,437,129.00**	

Table 2: Salish RSA SFY 2025 Block Grant Funding (12 months) Reimbursement via A-19

Fund Source	Total FY2025	Amended 6 Month Amount
MHBG (Full Year SFY2025)	$329,354.00	
MHBG Co-Responder (Full year SFY2025)	$75,000.00	
Peer Bridger (Full Year SFY2025)	$205,000.00	
SABG (Full Year SFY2025)	$1,132,110	
SABG Co-Responder (Full Year SFY2025)	$25,000.00	
Total	**$1,766,464.00**	

Table 3: Salish RSA ARPA Grant Funding (Utilization until September 30, 2025) Reimbursement via A-19

Fund Source	Total FY2025	Amended 6 Month Amount
MHBG ARPA General Allocation	$501,140.00	
MHBG ARPA (BH-ASO) Treatment -Crisis Services	$165,296.00	
MHBG ARPA Mobile Crisis CPCs	$190,900.00	
MHBG ARPA Peer Pathfinders Transition from Incarceration	$79,000.00	
MHBG ARPA Peer Bridger Participant Support Funds	$8,201.00	
SABG ARPA General Allocation	$383,011.00	
SABG ARPA Peer Pathfinders Transition from Incarceration	$79,000.00	
MHBG ARPA Youth Inpatient Navigator	$330,000.00	
Total	**$1,736,548.00**	

Table 4: Salish RSA -SFY 2025 Budgeted Program funds to be Reimbursement via A-19

Fund Source	Total FY2025	Amended 6 Month Amount
FYSPRT (Full Year SFY2025)	$75,000.00	
5071 - Full FY amount available provider cost of monitoring CR/LRA State Hospital discharged individual	$63,000.00	
Governor's Housing/Homeless Initiative -Rental Voucher and Bridge Program	$50,000.00	
Total	**$188,000.00**	

Table 5: Salish RSA Trueblood Enhanced Services (12 months) Reimbursement via A-19

Fund Source	Total FY2025	Amended 6 Month Amount
Enhanced Crisis Stabilization/Crisis Triage	$250,000.00	

Table 6: Maximum Agreement Calculation		Amended 6 Month Amount
Table 1 July-Dec 2023	$5,489,488	
Table 1 Jan- Jun 2024	$7,160,077	
Table 1 July-Dec 2024	$7,171,655	
Table 1 Jan- Jun 2025	$6,437,129	$6,437,129
Tables 2, 3, 3.1, 4, 5 Available funds during SFY2024	$5,129,519	
Tables 2 ,3, 4, 5 New Available funds during SFY2025	$2,204,464	
Total	$33,592,332	**$6,437,129**

Explanations

All proviso dollars are GF-S funds. Outlined below, are explanations of the provisos and dedicated accounts applicable **to all regions that receive the specific proviso**:

- **Juvenile Drug Court:** Funding to provide alcohol and drug treatment services to juvenile offenders who are under the supervision of a juvenile drug court.
- **State Drug Court:** Funding to provide alcohol and drug treatment services to offenders who are under the supervision of a drug court.
- **Jail Services:** Funding to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health service upon mentally ill offenders' release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.
- **WA - Program for Assertive Community Treatment (WA - PACT)/Additional PACT/1109:** Funds received per the budget proviso for development and initial operation of high-intensity programs for active community treatment WA- PACT teams.
- **Detention Decision Review:** Funds that support the cost of reviewing a DCR's decision whether to detain or not detain an individual under the State's involuntary commitment statutes.
- **Criminal Justice Treatment Account (CJTA):** Funds received, through a designated account in the State treasury, for expenditure on: a) SUD treatment and treatment support services for offenders with an addition of a SUD that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State; b: the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders within a drug court program.
- **CJTA Therapeutic Drug Court:** Funding to set up new therapeutic courts for cities or counties or for the expansion of services being provided to an already existing therapeutic court that engages in evidence-based practices, to include medication assisted treatment in jail settings pursuant to RCW 71.24.580.
- **Assisted Outpatient Treatment:** Funds received to support Assisted Outpatient Treatment (AOT). AOT is an order for Less Restrictive Alternative Treatment for up to ninety days from the date of judgment and does not include inpatient treatment.

- **Dedicated Cannabis Account (DCA):** Funding to provide a) outpatient and residential SUD treatment for youth and children; b) PPW case management, housing supports and residential treatment program; c) contracts for specialized fetal alcohol services; d) youth drug courts; and e) programs that support intervention, treatment, and recovery support services for middle school and high school aged students. All new program services must direct at least eighty-five percent of funding to evidence-based on research-based programs and practices.
- **ITA Non-Medicaid – Mobile Crisis (5480 Proviso):** Funding that began in 2013, to provide additional local mental health services to reduce the need for hospitalization under the Involuntary Treatment Act in accordance with regional plans approved by DBHR.
- **Secure Detoxification:** Funding for implementation of new requirements of RCW 71.05, RCW 71.34 and RCW 71.24 effective April 1, 2018, such as evaluation and treatment by a SUDP, acute and subacute detoxification services, and discharge assistance provided by a SUDP in accordance with this Contract.
- **Crisis Triage/Stabilization and Step-Down Transitional Residential:** Funding originally allocated under SSB 5883 2017, Section 204(e) and Section 204(r) for operational costs and services provided within these facilities.
- **Behavioral Health Enhancements (one-time payment):** Funding for the implementation of regional enhancement plans originally funded under ESSB 6032 and continued in ESHB 1109.SL Section 215(23).
- **Discharge Planners (one-time payment):** These are funds received for a position solely responsible for discharge planning.
- **Trueblood Misdemeanor Diversion Funds:** These are funds for non-Medicaid costs associated with serving individuals in crisis triage, outpatient restoration, Forensic PATH, Forensic HARPS, or other programs that divert individuals with behavioral health disorders from the criminal justice system.
- **Behavioral Health Advisory Board (BHAB):** Specific General Fund allocation to support a regional BHAB.
- **SB 5092(65) Added Crisis Teams/including Child Crisis Teams**: Funds to support the purchase of new mobile crisis team capacity or enhancing existing mobile crisis staffing and to add or enhance youth/child Mobile crisis teams.
- **SB 5476 Blake Recovery Nav Admin. – SUD Regional Administrator:** Funds to support the regional administrator position responsible for assuring compliance with the recovery navigator program standards, including staffing standards.
- **SB 5476 Blake decision Navigator Program** – Funds available to implement the recovery navigator plan that meets program requirements including demonstrating the ability to fully comply with statewide program standards.
- **SB 5071 - Full FY amount available - Provider cost of monitoring CR/LRA State Hospital discharged individual** – Funds to support the treatment services for individuals released from a state hospital in accordance with RCW 10.77.086(4), competency restoration. BH-ASOs may submit an A-19, not to exceed $9,000 per Individual. Amounts are statewide pooled funds and are limited to funds available.
- **MHBG American Rescue Plan Act (ARPA) (BH-ASO) Peer Pathfinders Transition from Incarceration Pilot** – Funds to support the Peer Pathfinders Transition from Incarceration Pilot Program intended to serve individuals exiting correctional facilities in Washington state who have either a serious mental illness or co-occurring conditions.
- **MHBG ARPA Enhancement Treatment - Crisis Services** – Funds to supplement non-Medicaid individuals and non-Medicaid crisis services and systems.
- **MHBG ARPA Enhancement Mental Health Services non - Medicaid services and individuals** - Funds to supplement non-Medicaid individuals and non-Medicaid mental health services that meet MHBG requirements.
- **MHBG Co-Responder funds** - Funds to support grants to law enforcement and other first responders to include a mental health professional on the team of personnel responding to

emergencies within regions.

- **SABG Co-Responder funds** - Funds to support grants to law enforcement and other first responders to include a mental health professional on the team of personnel responding to emergencies within regions.
- **MHBG ARPA Enhancement - Peer Bridger Participant Relief Funds** – Peer Bridger Participants Relief Funds to assist Individual's with engaging, re-engaging, and supporting service retention aligned/associated with continuing in treatment for mental health and/or SUD.
- **MHBG ARPA Enhancement - Addition of Certified Peer Counselor to BHASO Mobile Crisis Response Teams** – FBG stimulus funds for Contractor to enhance mobile crisis services by adding certified peer counselors.
- **SABG ARPA BH-ASO Treatment Funding** - Funds to supplement non-Medicaid individuals and non-Medicaid Substance Use Disorder services that meet federal block grant requirements.
- **SABG ARPA Peer Pathfinders Transition from Incarceration Pilot** - Funds to support Funds to support the Peer Pathfinders Transition from Incarceration Pilot Program intended to serve Individuals who are exiting correctional facilities in Washington state who have a substance use disorder or co-occurring condition.
- **HB 1773 AOT LRA/LRO FTE Coordinator to ASO** - Funds for each BH-ASO to employ or subcontract an assisted outpatient treatment program coordinator. The Contractor will use funding provided in FY2023 to hire and train the BH-ASO assisted outpatient treatment coordinator to oversee system coordination and legal compliance for assisted outpatient treatment under RCW 71.05.148 and RCW 71.34.755.
- **HB 1773 AOT LRA/LRO Service and Hearing funds -** Added funding for Treatment and Hearing costs specific to enhanced AOT LRA/LRO Program.
- **Governor's Housing/Homeless Initiative**- Rental Vouchers and Bridge Program Funds To create a rental voucher and bridge program and implement strategies to reduce instances where an individual leaves a state operated behavioral or private behavioral health facility directly into homelessness. Contractors must prioritize this funding for individuals being discharged from state operated behavioral health facilities.
- **Room & Board**: Funding is provided solely for the authority to increase resources for behavioral health administrative service organizations and managed care organizations for the increased costs of room and board for behavioral health inpatient and residential services provided in nonhospital facilities.
- **988 Enhanced Crisis funding (Proviso 112)** Amounts for preparing for Endorsement of Crisis teams and standards associated to SAMSHA and 988 bill to go into effect sometime before July 2024. Appropriations are provided solely for the authority to expand and enhance regional crisis services. These amounts must be used to expand services provided by mobile crisis teams and community-based crisis teams either endorsed or seeking endorsement pursuant to standards adopted by the authority. Beginning in fiscal year 2025, the legislature intends to direct amounts within this subsection to be used for performance payments to mobile rapid response teams and community-based crisis teams that receive endorsements pursuant to Engrossed Second Substitute House Bill No. 201134 (988 system). Funds cannot be used for building, leasehold improvements, or other capital building costs. Funds may not be used for capital expenditures except those listed below.

  Allowable costs:

  - Hiring or retaining staff to expand services as needed.
  - Purchasing vehicles and/or equipment for the vehicles.
  - Purchasing communication equipment and/or computer equipment for outreach.
  - Onboarding new providers to address gaps in coverage for outreach.

- **MH Sentencing Alternatives 153** Funding regarding MH Disposition Alternative. Provides funding for: Follow up to ensure a local treatment provider has accepted the individual on the MH Disposition Alternative into services and is able to provide follow up treatment and ensure adherence to the treatment plan and the requirements of the sentencing alternative, including reporting to the court.
- **Youth Inpatient Navigators –** Funds to contract for Youth Inpatient Navigator Services in 9 regions of the state. 10 Regions: Salish, Greater Columbia, and Carelon (SW, NC,) Great Rivers, Spokane, King, NS, Thurston Mason. Pierce is HCA direct contract and Thurston Mason has ARPA funds.

Outlined below are explanations for provisos or new funding applicable to specific regions:

- **ITA 180 Day Commitment Hearings:** Funding to conduct 180-day commitment hearings.
- **Assisted Outpatient Treatment (AOT) Pilot:** Funding for pilot programs in Pierce and Yakima counties to implement AOT.
- **Spokane: Acute Care Diversion:** Funding to implement services to reduce the utilization and census at Eastern State Hospital.
- **MH Enhancement – Mt Carmel (Alliance):** Funding for the Alliance E&T in Stevens County.
- **MH Enhancement-Telecare:** Funding for Telecare E&T in King County.
- **Long-Term Civil Commitment Beds:** This funding is for court costs and transportation costs related to the provision of long-term inpatient care beds as defined in RCW 71.24.025 through community hospitals or freestanding evaluation and treatment facilities.
- **Trueblood Enhanced Crisis Stabilization/Crisis Triage Spokane, Carelon, King, Thurston Mason, and Salish -** Trueblood funding – Amounts are for enhancing services in Stabilization/Crisis Triage facility for identified Trueblood population. Includes Emergency Housing Vouchers for King County
- **Enhanced Mobile Crisis Team funds specific to teams stood up by Trueblood.** Funds are used to continue teams stood up by Trueblood funding. Funding is to be incorporated into Mobile Crisis Team requirements, 5092 Crisis Team requirements and 988 enhanced Crisis Team requirements, where appropriate. (Spokane, King, Pierce, SW)
- **King County ASO - CCORS** -Funding to maintain children's crisis outreach response system services previously funded through DCYF.
- **King County King County BHASO medication opioid**. King county behavioral health administrative services organization to expand medication for opioid 5use disorder treatment services in King County.
- **Youth Inpatient Navigators – 8 Regions: Salish, Greater Columbia, and Carelon (SW, NC,) Great Rivers, Spokane. Pierce is direct contract and Thurston Mason is ARPA funds only.** Funds to contract for Youth Inpatient Navigator Services in 8 regions of the state.
- **Homeless Outreach Stabilization and Transition (HOST) programs in SW, Pierce, North Sound, Thurston Mason, and Spokane**. Funds for The Homeless Outreach Stabilization and Transition (HOST) program provides outreach-based treatment services to individuals with serious behavioral health challenges including substance use disorder (SUD). Multidisciplinary teams can provide SUD, medical, rehabilitative, and peer services in the field to individuals who lack consistent access to these vital services.
- **New Journey First Episode Psychosis**: Funds provided to support Non-Medicaid client's portion of provider team costs offering the New Journey First Episode Psychosis Program.
- **MRSS-Mobile Response and Stabilization Services - Federal Grant:** This federal grant funding is provided for the enhancement of existing Mobile Crisis Response (MCR)

services already contracted through Carelon (Pierce) & Spokane BH-ASOs to help align current systems with the Mobile Response and Stabilization Services (MRSS) model.

- **Kitsap Crisis Triage Services: Funding** is provided solely for the authority to contract on a one-time basis with the Salish behavioral health administrative services organization serving Kitsap County for crisis triage services in the county that are not being reimbursed through the Medicaid program.

- **Snohomish county BHASO crisis -** 32 bed: Funds are provided solely for the authority to contract on a one-time basis with the North Sound behavioral health 1administrative services organization serving Snohomish County for start-up costs in a new 32-bed community recovery center in Lynnwood that will provide crisis services to Medicaid and other low-income residents.
- **Behavioral Health Housing**: Behavioral Health Housing 3 ASO pilots (proviso 86) Funds are provided solely for a targeted grant program to three behavioral health administrative services organizations (SW, King, NS) to transition persons who are either being diverted from criminal prosecution to behavioral health treatment services or are in need of housing upon discharge from crisis stabilization services.
- **Youth Stabilization Crisis Teams –** Funding to add 3 FTEs staff to Youth Crisis teams.

Exhibit E-1
DATA SHARING TERMS

1 Definitions

The definitions below apply to this Exhibit:

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 **"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.

1.3 **"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.

1.4 **"Data"** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Exhibit, Data means the same as "Confidential Information."

1.5 **"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.

1.6 **"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

1.7 **"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.

1.8 **"Hardened Password"** 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.

1.8.1 Passwords for external authentication must be a minimum of 10 characters long.

1.8.2 Passwords for internal authentication must be a minimum of 8 characters long.

1.8.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

1.9 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

1.10 **"Medicare Data Use Requirements"** refers to the documents attached and incorporated into this Exhibit as Schedules 1, and 2 that set out the terms and conditions the 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.

1.11 **"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

1.12 **"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).

1.13 **"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.

1.14 **"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.

1.15 **"Protected Health Information"** or "PHI" has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.

1.16 **"ProviderOne"** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.

1.17 **"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.

1.18 **"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.

1.19 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.

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

1.21 **"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.

1.22 **"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.

1.23 **"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 WaTech Data Classification Standards at: https://watech.wa.gov/sites/default/files/2023-12/Data%20Classification%20Standard_Approved_2023.pdf and which is incorporated hereby incorporated by reference.

2.2 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:

2.2.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

2.2.2 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 the Contractor for work performed under this Contract.

4 PRISM Access

4.1 Purpose. To provide the Contractor, and Subcontractors, with access to pertinent Individual-level Medicaid and when appropriate Medicare Data via look-up access to the online PRISM application and to provide the Contractor staff and the Subcontractor staff who have a need to know Individual-level Data in order to coordinate care, improve quality, and manage services for Individuals.

4.2 Justification. The Data being accessed is necessary for the Contractor to provide care coordination, quality improvement, and case management services for Individuals.

4.3 PRISM Data Constraints

4.3.1 The Data contained in PRISM is owned and belongs to DSHS and HCA. Access to PRISM Data is administered by DSHS.

4.3.2 The Data shared may only be used for care coordination and quality improvement purposes, and no other purposes. The Data in PRISM cannot be used for research.

4.4 System Access. The Contractor may request access for specific Authorized Users with a need-to-know to view Data in the PRISM System under this Contract.

4.4.1 The Contractor Contract Manager, or their designee, and the proposed Authorized User must complete and sign the PRISM Access Request Form, Schedule 2, for each proposed Authorized User. The completed form must be sent to prism.admin@dshs.wa.gov. HCA and DSHS will only accept requests from the Contractor

Contract Manager or their designee.

4.4.2 Authorized Users may view Medicare Data in PRISM once forms Schedule 1 and Schedule 2 are completed, submitted, and accepted as complete. No Medicare Data is released to the Contractor's Authorized User(s) until the two forms are completed and accepted by DSHS.

4.4.3 The Contractor must access the system through SecureAccessWashington (SAW) or through another method of secure access approved by HCA and DSHS.

4.4.4 DSHS will grant the appropriate access permissions to the Contractor's employees or Subcontractor employees.

4.4.5 HCA and DSHS **do not** allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. The Contractor must ensure that only Authorized Users access and use the systems and do not allow employees, agents, or Subcontractors who are not authorized to borrow a User ID or password to access any systems.

4.4.6 The Contractor will notify the prism.admin@dshs.wa.gov within five (5) Business Days whenever an Authorized User who has access to the Data is no longer employed or contracted by the Contractor, or whenever an Authorized User's duties change such that the user no longer requires access to the Data.

4.4.7 The Contractor's access to the system may be continuously tracked and monitored. HCA and DSHS reserve the right at any time to terminate the Data access for an individual, conduct audits of systems access and use, and to investigate possible violations of this Exhibit, federal, or state laws and regulations governing access to Protected Health Information.

5 Constraints on Use of Data

5.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. The 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 HCA's prior written consent. Any ad hoc analyses or other use or reporting of PRISM Data is not permitted without DSHS'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. Party 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 Required Reporting for Behavioral Health Supplemental Data subsection of this 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 the Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

5.4.1 The Contractor must identify:

5.4.1.1 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

5.4.1.2 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.

5.4.2 The 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.

5.5 For all Data, including claims data, that is individually identifiable, shared outside of the Contractor's system for research or data analytics not conducted on behalf of the Contractor, the Contractor must provide HCA with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between the Contractor and HCA data governance initiatives. The Contractor will provide notice to HCAData@hca.wa.gov and hcamcprograms@hca.wa.gov. Notice will include:

5.5.1 The party/ies the Data will be shared with;

5.5.2 The purpose of the sharing; and

5.5.3 A description of the types of Data involved, including specific data elements to be shared.

5.6 The Contractor must provide a report by the 15th of each month of all Data, individually identifiable and de-identified, regarding Individuals, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to HCA via hcabhaso@hca.wa.gov on the supplied template, Data Shared with External Entities Report.

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 The Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Policies and Standards. hyperlink at: https://watech.wa.gov/sites/default/files/2023-12/141.10_SecuringITAssets_2023_12_Parts_Rescinded.pdf.All Washington OCIO Security Policies and Standards are 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 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:

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

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

c. Keeping devices in locked storage when not in use;

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

e. Maintaining an inventory of devices; and

f. 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; or

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 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 6.2, 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 Exhibit 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 Exhibit 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 the 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 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

8.1 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 Exhibit 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. The 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 Exhibit.

9 Data Breach Notification

9.1 The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov and to the BH-ASO Contract Manager at hcabhaso@hca.wa.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 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 HCA in writing, as described in 8.a above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.

9.4 At 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 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

This Section of the Exhibit is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of HCA 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 of this Exhibit, is:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO Box 42704
Olympia, WA 98504-2704
Telephone: (360) 725-2108
Email: PrivacyOfficer@hca.wa.gov

10.2 Compliance. The 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. The Contractor is limited to the following permitted and required uses or disclosures of PHI:

10.3.1 Duty to Protect PHI. The 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 Protected Health Information, with respect to ePHI, to prevent unauthorized Use or Disclosure of PHI for as long as the PHI is within the Contractor's possession and control, even after the termination or expiration of this Contract.

10.3.2 Minimum Necessary Standard. The Contractor will apply the HIPAA Minimum Necessary standard to any Use or Disclosure of PHI necessary to achieve the purposes of this Contract. See 45 C.F.R. § 164.514(d)(2) through (d)(5).

10.3.3 Disclosure as Part of the Provision of Services. The 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. The 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. The Contractor may Disclosure PHI for the proper management and administration of the Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or the 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 the 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. The 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 the Contractor becomes aware. Upon request by 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 HCA learns of a pattern or practice of the Contractor that constitutes a violation of the Contractor's obligations under the term of this Exhibit and reasonable steps by the Contractor do not end the violation, HCA may terminate this Contract, if feasible. In addition, if the Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of the Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, the Contractor must terminate the Subcontract, if feasible.

10.3.8 Termination for Cause. The Contractor authorizes immediate termination of this Contract by HCA, if HCA determines the Contractor has violated a material term of this Business Associate Agreement. HCA may, at its sole option, offer the Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

10.3.9 Consent to Audit. The 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 the Contractor on behalf of 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 HCA, or created, maintained, or received by the Contractor, or any Subcontractors, on behalf of HCA, the Contractor must:

10.3.10.1 Retain only that PHI which is necessary for the Contractor to continue its proper management and administration or to carry out its legal responsibilities;

10.3.10.2 Return to 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 the Contractor or any Subcontractor retains PHI;

10.3.10.4 Not Use or disclose the PHI retained by the 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 10.3, Use and Disclosure of PHI, that applied prior to termination; and

10.3.10.5 Return to HCA or destroy the PHI retained by the Contractor, or any

Subcontractors, when it is no longer needed by the Contractor for its proper management and administration or to carry out its legal responsibilities.

10.3.11 Survival. The obligations of the 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 The 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 HCA, the Contractor will make available to HCA the information in the 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 HCA or in response to a request made directly to the Contractor by an Individual, the 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 The Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this Section for the six (6) years prior to the date on which the accounting was requested.

10.4.2 Access.

10.4.2.1 The 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 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 HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and HCA has previously provided the PHI or record that is the subject of the amendment to the Contractor, then HCA will inform the Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.

10.4.3.2 The Contractor will make any amendments to PHI in a Designated Record Set as directed by HCA or as necessary to satisfy 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), the Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on the 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, the 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, the 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. The 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

HCA reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by the Contractor during the terms of this Contract. All HCA representatives conducting onsite audits of the 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 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.

Medicare Data Use Requirements Documents

Schedule 1 Medicare Part D – Conflict of Interest Attestation

Schedule 2 PRISM Access Request Form

EXHIBIT E-1, SCHEDULE 1

MEDICARE PART D - CONFLICT OF ATTESTATION TEMPLATE

[[Place organization letterhead here]]

[Date]

Tiffany Maples
Department of Social and Health Services
Research and Data Analysis Division
1114 Washington Street SE
PO Box 45204
Olympia, WA 98504-5204
Email: prism.admin@dshs.wa.gov

Dear Tiffany Maples,

As a contractor of Washington's Medicaid agency, [Organization Name] intends to receive Centers for Medicare & Medicaid Services (CMS) data from Washington State for coordination of care, quality improvement and/or treatment of persons enrolled in both Medicare and Medicaid. We will also be subcontracting with entities who will also access CMS data for care coordination, quality improvement and/or treatment purposes.

We understand that CMS wants assurance that potential conflict of interest related to also operating or affiliation with Part D plans is mitigated when necessary through separation and security of CMS data used for clinical treatment, case management and care coordination, and quality improvement activities.

The contact person for conflict of interest matters within our organization is [Contact's First and Last Name] who can be reached by email at [email address] or by phone at [phone number].

The following organizations are covered in this attestation that no conflict of interest exists:

[Name of Organization - with no conflict of interest]
[Name of Subcontractor with no conflict of interest]

The following organizations are covered in this attestation that conflict of interest potentially does exist, and steps to mitigate said conflict of interest, including separation and security of any CMS data acquired through its work with Washington State to isolate CMS data from unrelated activities in their organization, have been taken:

[Name of Organization - with potential conflict of interest]
[Name of Subcontractor with potential conflict of interest]

Sincerely,
[Signature of person who can legally bind your Organization to the statements above, such as legal staff or organization officer]

[Title]

EXHIBIT E-1, SCHEDULE 2

PRISM Access Request Form

Washington State Department of Social & Health Services
Transforming lives

PRISM Access Request for Multiple Organizations

Washington State Health Care Authority

An Organization may request access to PRISM for its employees or employees of Subcontractors (**Users)** under its Data Share Agreement (DSA) with HCA. The Organization **PRISM Lead** reviews and completes the "Requesting Organization" section. The PRISM Access Request form must be signed by the **PRISM Lead** authorizing the request, which attests to the **Users**' business need for electronic Protected Health Information, and in the case of a Subcontractor User, attests that the contract with the Subcontractor includes a HIPAA Business Associate Agreement and Medicare data share language, as appropriate. The **User** completes the "User Registration Information" section below and signs the "User Agreement and Non-Disclosure of Confidential Information" page. The **PRISM Lead** then forwards the request to: PRISM.Admin@dshs.wa.gov.

Upon review and acceptance, DSHS and HCA will grant the appropriate access permissions to the User and notify the **PRISM Lead**.

Changes to Access for Users

The **PRISM Lead** must notify the **PRISM Administrator** within five (5) business days whenever a **User** with access rights leaves employment or has a change of duties such that the User no longer requires access. If the removal of access is emergent, please include that information with the request.

Requesting Organizations (to be completed by PRISM Lead)	
CONTRACTOR'S NAME	STREET ADDRESS (INCLUDE CITY, STATE AND ZIP CODE)
1.	
2.	
3.	

User Registration Information (to be completed by User)		
USER'S NAME (FIRST, MIDDLE, LAST)		USER'S JOB TITLE
USER'S BUSINESS EMAIL ADDRESS		USER'S BUSINESS PHONE NUMBER (INCLUDE AREA CODE)
USER'S EMPLOYER		DATE IT SECURITY TRAINING COMPLETED (REQUIRED YEARLY)
If user will be completing Health Action Plans (HAPs), enter the date training was completed:	DATE HAP TRAINING COMPLETED	DATE HIPAA TRAINING COMPLETED (REQUIRED)
PRISM USER'S SIGNATURE	DATE	PRISM USER'S PRINTED NAME

Authorizing Signature(s)

Protected Data Access Authorization

The HIPAA Security rule states that every employee that needs access to electronic Protected Health Information (ePHI) receives authorization from an appropriate authority and that the need for this access based on job function or responsibility is documented. I, the undersigned **PRISM Lead**, verify that the individual for whom this access is being requested (User or Subcontractor User) has a business need to access this data, has completed the required HIPAA Privacy training and the annual IT Security training and has signed the required *User Agreement and Non-Disclosure of Confidential Information* included with this Access Request. This User's access to this electronic Protected Health Information (ePHI) is appropriate under the HIPAA Information Access Management Standard and the Privacy Rule. In addition, if applicable, this employee has been instructed on 42 Code of Federal Regulations (CFR) Part 2 that governs the use of alcohol and drug use information and is aware that this type of data must be used only in accordance with these regulations. I have also ensured that the necessary steps have been taken to validate the User's identity before approving access to confidential and protected information. If a Subcontractor is indicated, I attest that the contract with the Subcontractor includes a HIPAA Business Associate Agreement, and where appropriate Medicare data share language.

PRISM LEAD SIGNATURE (CONTRACTOR 1)	DATE	PRISM LEAD NAME 1 (PRINT)
PRISM LEAD SIGNATURE (CONTRACTOR 2)	DATE	PRISM LEAD NAME 2 (PRINT)
PRISM LEAD SIGNATURE (CONTRACTOR 3)	DATE	PRISM LEAD NAME 3 (PRINT)

User Agreement and Non-Disclosure of Confidential Information

Your Organization has entered into a Data Share Agreement (DSA) with the state of Washington Health Care Authority (HCA) that will allow you to access data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this **User Agreement and Non-Disclosure of Confidential Information** form.

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information.

"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, RCW 70.02.020 and RC2.70.02.230) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Agreement and Assurance of Confidentiality

In consideration for DSHS and HCA granting me access to PRISM or other systems and the Confidential Information in those systems, I agree that I:

1) Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2) Have an authorized business requirement to access and use DSHS or HCA systems and view DSHS or HCA Confidential Information.
3) Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial, personal, or research purpose, or any other purpose that is not directly connected with client care coordination and quality improvement.
4) Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5) Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6) Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7) Will not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8) Will access, use or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
9) Will protect my DSHS and HCA systems User ID and password and not share them with anyone or allow others to use any DSHS or HCA system logged in as me.
10) Will not distribute, transfer, or otherwise share any DSHS software with anyone.
11) Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
12) Understand at any time, DSHS or HCA may audit, investigate, monitor, access, and disclose information about my use of the systems and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the systems, disciplinary actions against me, or possible civil or criminal penalties or fines.
13) Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

User's Signature

PRISM USER'S SIGNATURE	DATE	PRISM USER'S PRINTED NAME

Exhibit G-3
Peer Bridger Program

1) Peer Bridger Program Overview

a) The Peer Bridger Program is intended to serve those who are currently at Western State Hospital (WSH) and Eastern State Hospital (ESH). Peer Bridgers who are dedicated to WSH or ESH shall not serve Individuals in 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.

b) Peer Bridger positions that are not dedicated to WSH or ESH shall prioritize Individuals who are civilly committed at WSH and ESH. Peer Bridger positions that are not dedicated to WSH or ESH may serve Individuals who are at Evaluation and Treatment facilities or community hospitals with inpatient mental health beds and who have had a lengthy hospitalization or a history of frequent, multiple hospitalizations only after prioritizing Individuals civilly committed to WSH and ESH. All Peer Bridger positions conduct post-discharge activities in the community for Individuals who have discharged from inpatient care.

c) Participation in the program is voluntary. The Peer Bridgers will offer Peer Bridger services to engage Individuals in planning their discharge. HCA program manager, hospital staff, and the IMC/BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants.

d) Peer Bridgers will be required to outreach to each Individual after admission. If requested by the Individual, a Peer Bridger will work with Individuals throughout hospitalization and discharge planning process.

e) The state hospital discharge transition team may include the Peer Bridger who with the consent of the Individual to identify the strengths, needs, preferences, capabilities, and interests of the Individual and to devising ways to meet them in the most integrated setting appropriate for the Individual.

f) 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.

g) 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) Each Behavioral Health Service Organization is allocated a certain number of Peer Bridger FTEs by HCA/DBHR. If the regions' Peer Bridger team(s) are not fully staffed, monthly invoices

will be prorated. The Peer Bridger will work with an average of 6 to 15 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.

b) Current allocation of Peer Bridger FTEs are detailed as follows in the outline below:

Region	Number of Peer Bridgers	Number of Peer Bridgers dedicated to a State Hospital	Total Number of Peer Bridgers
Great Rivers BHASO	2	0	2
Greater Columbia BHASO	3	0	3
King BHASO	6	0	6
Pierce BHASO	4	3	7
North Central BHASO	1	0	1
North Sound BHASO	3	0	3
Salish BHASO	2	0	2
Spokane BHASO	4	1	5
Thurston/Mason BHASO	3	0	3
Southwest BHASO	3	0	3
All Regions	31	4	35

i) The Contractor shall contract with 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.

(3) Complete required non-disclosure, Acknowledgement of Health Care Screening for Contractors, and other required forms, as requested by the inpatient setting.

c) Peer Bridgers shall prioritize Individuals who are civilly committed at ESH and WSH. 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";

ii) Have had multiple state hospitalizations or involuntary hospitalizations;

iii) Have hospital stays of over one year;

iv) Be Individuals whom hospital staff and/or the Hospital Liaison have been unable to engage in their own discharge planning;

v) Require additional assistance to discharge and/or need support in the community; or

vi) Be civilly committed or be Individuals who will be converted from forensic to civil commitment.

d) 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. Help to convey the Individual's perspectives and assist the Individual with understanding the process.

e) 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 shall conduct routine hospital-based engagement groups for any individual willing to participate.

v) Peer Bridger positions dedicated to ESH or WSH shall conduct routine hospital-based engagement groups at the state hospital to which they are dedicated.

vi) The Peer Bridgers shall be available periodically on treatment malls or wards and at evening groups.

vii) Peer Bridger position dedicated to ESH or WSH shall be available periodically on treatment malls or wards at evening groups at the state hospital to which their positions are dedicated.

f) Peer Bridger team shall:

i) Participate in monthly statewide Peer Bridger Program administrative support conference calls. At least one Peer Bridger per region shall attend.

ii) Participate in Peer Bridger Training events scheduled by HCA.

iii) Complete the current DBHR Peer Bridger report/log, submit log to HCA via secured email 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.

vii) Meet the documentation requirements of the inpatient setting and their employer.

g) 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 shall help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider as needed.

(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.

h) 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 (http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf).

i) The Peer Bridger team, including Peer Bridger Supervisor will:

i) Participate in monthly, statewide Peer Bridger Program administrative support conference calls.

ii) Participate in bi-annual Peer Bridger Training events scheduled by DBHR.

iii) Ensure that Peer Bridgers complete tracking logs monthly and submit logs to DBHR via secured or encrypted emails.

iv) Coordinate and communicate Peer Bridger team schedules for participation at the inpatient settings with Peer Bridger coordinator.

v) Participate in scheduled supervisory sessions to address topics that align with HCA Peer Bridger training such as ethics, personal bias, self-care, and safety.

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.

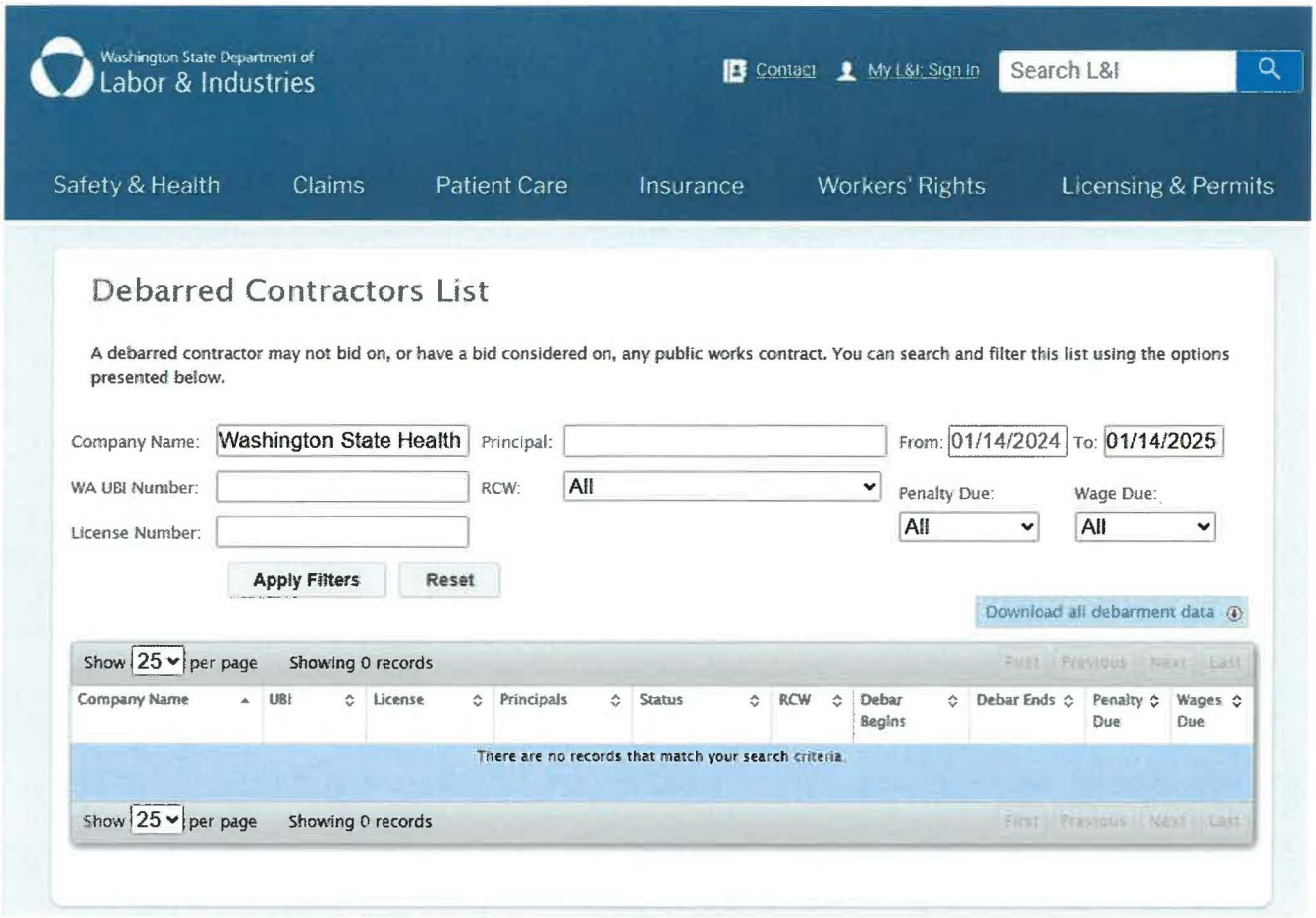
(9) Dress professionally and appropriately.

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.


Washington State Department of
Labor & Industries
Contact
My L&I: Sign In
Search L&I
Safety & Health
Claims
Patient Care
Insurance
Workers' Rights
Licensing & Permits
Debarred Contractors List
A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.
Company Name:
Washington State Health
Principal:
From:
01/14/2024
To:
01/14/2025
WA UBI Number:
RCW:
All
Penalty Due:
All
Wage Due:
All
License Number:
Apply Filters
Reset
Download all debarment data
Show
25
per page
Showing 0 records
First
Previous
Next
Last
Company Name
UBI
License
Principals
Status
RCW
Debar Begins
Debar Ends
Penalty Due
Wages Due
There are no records that match your search criteria.
Show
25
per page
Showing 0 records
First
Previous
Next
Last