

	<p style="text-align: center;">CONTRACT AMENDMENT BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES ORGANIZATION</p>	<p>HCA Contract No.: K4949 Amendment No.: 4</p>
<p>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.</p>		
<p>CONTRACTOR NAME North Sound Behavioral Health Organization</p>	<p>CONTRACTOR doing business as (DBA)</p>	
<p>CONTRACTOR ADDRESS 2021 E. College Way, Suite 101 Mount Vernon, WA 98273</p>	<p>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-583-336</p>	

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) add funding for January 1, 2022 through June 30, 2022; 2) revise contract expectations and requirements; 3) update Exhibit A, Non-Medicaid Rate Allocations; and 4) update Exhibit E, Data Use, Security and Confidentiality;

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

1. The total maximum consideration for this Contract is increased by \$9,140,719.00 from \$37,057,335.00 to \$46,198,054.00.
2. Section 1, Definitions, a new subsection 1.40 Conditional Release (CR), is added as follows:

1.40 Conditional Release (CR)

“Conditional Release (CR)” means if a treating Facility determines that an Individual committed to an inpatient treatment Facility can be appropriately treated by outpatient treatment in the community prior to the end of the commitment period, the Individual may be discharged under a CR. A CR differs from a less restrictive order in that the CR is filed with the court, as opposed to being ordered by the court. The length of the CR is the amount of time that remains on the current inpatient commitment order.

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

3. Section 1, Definitions, a new subsection 1.109 Less Restrictive Alternative \*(LRA) Treatment Order, is added as follows:

1.109 Less Restrictive Alternative (LRA) Treatment Order

“Less Restrictive Alternative (LRA) Treatment Order” means if a court determines that an Individual committed to an inpatient Facility meets criteria for further treatment but finds that treatment in a less restrictive setting is a more appropriate placement and is in the best interest of the Individual or others, an LRA order may be issued. The LRA order remands the Individual to outpatient treatment by a Behavioral Health service provider in the community who is responsible for monitoring and providing LRA

treatment. The Individual must receive at least a minimum set of services and follow the conditions outlined in the LRA order. The length of an LRA order is usually 90 or 180 days but in certain cases can be for up to one year. (RCW 71.05.320). An LRA order may be extended by a court.

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

4. Section 2, General Terms and Conditions, 2.3, Report Deliverable Templates, subsection 2.3.1, is amended to read as follows:

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/programs-and-services/model-managed-care-contracts>. The Contractor may email HCA at any time to confirm the most recent version of any template to [HCABHASO@hca.wa.gov](mailto:HCABHASO@hca.wa.gov).

2.3.1.1 Report templates include:

- 2.3.1.1.1 Community Behavioral Health Enhancement (CBHE) Funds Quarterly Report
- 2.3.1.1.2 Criminal Justice Treatment Account (CJTA) Quarterly Progress Report
- 2.3.1.1.3 Crisis Housing Voucher Log (King only)
- 2.3.1.1.4 Crisis System Metrics Report
- 2.3.1.1.5 Crisis Triage/Stabilization and Increasing Psychiatric Bed Capacity report
- 2.3.1.1.6 Data Shared with External Entities Report
- 2.3.1.1.7 Enhanced Mobile Crisis Response Report (quarterly) (Beacon and Spokane only)
- 2.3.1.1.8 E&T Discharge Planner Report
- 2.3.1.1.9 Federal Block Grant Annual Progress Report
- 2.3.1.1.10 Grievance, Adverse Authorization Determination, and Appeals
- 2.3.1.1.11 Juvenile Court Treatment Program Reporting
- 2.3.1.1.12 Mental Health Block Grant (MHBG) Project Plan
- 2.3.1.1.13 Mobile Crisis Block Grant Stimulus report
- 2.3.1.1.14 Non-Medicaid Expenditure Report
- 2.3.1.1.15 Peer Bridger Participant Treatment Engagement Resources report
- 2.3.1.1.16 Peer Pathfinder Jail Transition Report
- 2.3.1.1.17 Peer Bridger Program
- 2.3.1.1.18 Recovery Navigator Program Quarterly Report

- 2.3.1.1.19 Semi-Annual Trueblood Misdemeanor Diversion Fund Report
- 2.3.1.1.20 Substance Abuse Block Grant (SABG) Capacity Management Form
- 2.3.1.1.21 Substance Abuse Block Grant (SABG) Project Plan
- 2.3.1.1.22 Supplemental Data Daily Submission Notification
- 2.3.1.1.23 Supplemental Data Monthly Certification Letter
- 2.3.1.1.24 Trauma Informed Counselling Services to Children and Youth in Whatcom County Schools (Whatcom only)
- 2.3.1.1.25 Trueblood Lifeline Connections Transportation log (Beacon only)
- 2.3.1.1.26 Trueblood Quarterly Enhanced Crisis Stabilization/Crisis Triage Report (Beacon, Spokane and King only)
- 2.3.1.1.27 Whatcom County Crisis Stabilization Center – Diversion Pilot (Whatcom only)

5. Section 6, Access to Care and Provider Network, 6.1 Network Capacity, subsection 6.1.1, is amended to read as follows:

6.1.1 The Contractor shall maintain and monitor an appropriate and adequate provider network, supported by written agreements, sufficient to comply with timely access standards, as identified in subsection Section 16, and provide all Contracted Services under this Contract and services outlined in Exhibit B, Behavioral Health Services, within available resources.

6.1.1.1 The Contractor may provide Contracted Services through Non-Participating Providers, at a cost to the individual that is no greater than if the Contracted Services were provided by Participating Providers, if its network of Participating Providers is insufficient to meet the Behavioral Health needs of Individuals in a manner consistent with this Contract/

6.1.1.2 This provision shall not be construed to require the Contractor to cover such services without authorization.

6.1.1.3 To the extent necessary to provide non-crisis Behavioral Health services covered under this Contract, the Contractor may offer contracts to providers in other RSAs in the state of Washington and to providers in bordering states.

6.1.1.4 The Contractor may not contract for Crisis Services (SUD or Mental Health) or ITA-related services out of Washington State.

6. Section 7, Quality Assessment and Performance Improvement, 7.6, Required Reporting for Behavioral Health Services, is renamed as Required Reporting for Behavioral Health Supplemental Data, is amended to read as follows:

7.6 Required Reporting for Behavioral Health Supplemental Data

7.6.1 The Contractor is responsible for submitting and maintaining accurate, timely, and complete behavioral health supplemental data. The Contractor shall comply with the following:

- 7.6.1.1 Designate a person dedicated to work collaboratively with HCA on quality control and review of behavioral health supplemental data submitted to HCA.
- 7.6.1.2 Reporting includes specific transactional data documenting behavioral health services collected by the Contractor and delivered to Individuals during a specified reporting period.
- 7.6.1.3 Submit to HCA's BHDS complete, accurate, and timely supplemental data for behavioral health services for which the Contractor has collected for Individuals, whether directly or through subcontracts or other arrangements.
  - 7.6.1.3.1 The Contractor's disclosure of individually identifiable information is authorized by law. This includes 42 C.F.R. § 2.53, authorizing disclosure of an Individual's records for purposes of Medicaid evaluation.
  - 7.6.1.3.2 The Contractor must respond to requests from HCA for behavioral health information not previously reported in a timeframe determined by HCA that will allow for a timely response to inquiries from CMS, SAMHSA, the legislature, and other parties.

7.6.2 The Contractor shall continue to report to HCA data related to ITA investigations and detentions under Chapter 71.05 and 71.34 RCW within 24 hours.

- 7.6.2.1 When reporting ITA investigations, the Contractor will report to HCA the NPI of the facility to which the Individual was detained. This will include both mental health and substance use disorder detentions.
- 7.6.2.2 For Individuals on a Single Bed Certification the ASO will report the NPI of the hospital accepting the Single Bed Certification.
- 7.6.2.3 When reporting commitment data, the BH ASO will include the NPI of the facility to which the Individual was committed. This also applies to Individuals who have had a revocation hearing and are returned to a secure inpatient facility.

7. Section 7 Quality Assessment and Performance Improvement, a new subsection 7.7, Resources for Reporting Behavioral Health Supplemental Data is added as follows:

7.7 Resources for Reporting Behavioral Health Supplemental Data

- 7.7.1 The Contractor must comply with behavioral health supplemental data reporting requirements, including the requirements outlined in SERI and the Behavioral Health Data Guide (BHDG). The BHDG describes the content of the supplemental data for each transaction, requirements for frequency of reporting, required data fields, valid values for data fields, and timeliness reporting guidelines.
  - 7.7.1.1 The Contractor must implement changes within 120 calendar days from the date of notification by HCA; changes will be documented in an updated version of the BHDG if applicable.
  - 7.7.1.2 In the event that shorter timelines for implementation of changes under this Section are required or necessitated by either a court order, agreement resulting from a lawsuit, or legislative action, HCA will provide written notice of the impending changes and specification

for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement, or legislative action.

7.7.1.3 The Contractor shall, upon receipt of updates to the BHDG from HCA, provide notice of changes or updates to subcontractors.

7.7.2 The Contractor shall request technical assistance from HCA as needed. HCA will respond within two to three Business Days of a request for technical assistance by the Contractor. Submit request to [mmishelp@hca.wa.gov](mailto:mmishelp@hca.wa.gov).

7.7.2.1 The Contractor is responsible for providing technical assistance as needed to any subcontractors and providers.

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

8. Section 7 Quality Assessment and Performance Improvement, a new subsection 7.8 Submission of Behavioral Health Supplemental Data is added as follows:

7.8 Submission of Behavioral Supplemental Data

7.8.1 The Contractor must submit behavioral health supplemental data about Individuals to the BHDS within thirty (30) calendar days of collection or receipt from subcontracted providers. Submissions must be in compliance with current submission guidelines as published by HCA. The Contractor shall submit supplemental data using the correct program and submitter identifiers as assigned by HCA.

7.8.1.1 Supplemental data includes all specific transactions as outlined in the BHDG.

7.8.2 All reporting must be done via a flat file in the format and with acceptable data values as outlined in the BHDG.

7.8.3 The transactions identified and defined in the BHDG as DCR Investigation and ITA Hearing must be submitted by the Contractor in accordance with RCW 71.05.740.

7.8.3.1 The Contractor is responsible for making any needed corrections to this data within five (5) Business Days from the date of notification of the error(s) by HCA.

7.8.4 The Contractor must certify the accuracy and completeness of all supplemental data concurrently with each file submission. The certification must affirm that:

7.8.4.1 The Contractor has reported all collected supplemental data to HCA for the month being reported; and

7.8.4.2 The Contractor has reviewed the supplemental data for the month of submission; and

7.8.4.3 The Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer must attest that based on best knowledge, information, and belief as of the date indicated, all information submitted to HCA in the submission is accurate, complete, truthful, and they hereby certify that no material fact has been omitted from the certification and submission.

7.8.4.3.1 The Contractor shall submit this certification using the Daily Batch File Submission of Behavioral Health Supplemental Data template available at: <https://www.hca.wa.gov/billers-providers-partners/programs-and-services/model-managed-care-contracts>. Submit the certification to [ENCOUNTERDATA@hca.wa.gov](mailto:ENCOUNTERDATA@hca.wa.gov) whenever supplemental data files are sent to the BHDS.

7.8.4.4 The Contractor shall submit a signed Monthly Certification of the Behavioral Health Supplemental Data Batch Submissions to [ENCOUNTERDATA@hca.wa.gov](mailto:ENCOUNTERDATA@hca.wa.gov). Report template available at: <https://www.hca.wa.gov/billers-providers-partners/programs-and-services/model-managed-care-contracts>. This certification must include a list of all submitted supplemental data batch files and is due within five (5) Business Days from the end of each month. The purpose of this certification is to affirm that, based on the best information, knowledge, and belief, the data, documentation, and information submitted is accurate, complete, and truthful in accordance with 42 C.F.R. § 438.606 and this Contract.

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

9. Section 7 Quality Assessment and Performance Improvement, a new subsection 7.9 Data Quality Standards and Error Correction for Behavioral Health Supplement Data is added as follows:

7.9 Data Quality Standards and Error Correction for Behavioral Health SupplementData

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 thirty (30) 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 thirty (30) 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 thirty (30) 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](mailto: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.

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

10. Section 7 Quality Assessment and Performance Improvement, subsection 7.11 Technical Assistance, is amended to read as follows:

7.11 Technical Assistance

The Contractor may request technical assistance for any matter pertaining to this Contract by contacting HCA at [hcabhaso@hca.wa.gov](mailto:hcabhaso@hca.wa.gov).

11. Section 9 Subcontracts, 9.5 Provider Subcontracts, subsection 9.5.3 is added as follows:

- 9.5.3 For GFS or FBG funding, the Subcontractor must invoice the BH-ASO for all services rendered within thirty (30) calendar days of the end of the state fiscal year or grant funding year. The BH-ASO must submit an A-19 to HCA within forty-five (45) calendar days of the end of the state fiscal year or grant funding year.

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

12. Section 9, Subcontractors, subsection 9.8 Health Care Provider Subcontracts Delegating Administrative Functions, is renamed as Subcontracts Delegating Administrative Functions, is amended to read as follows:

9.8 Subcontracts Delegating Administrative Functions

- 9.8.1 Subcontracts that delegate Administrative Functions under the terms of this Contract shall include the following provisions in addition to those requirements found in subsection 9.3.1:

9.8.1.1 Clear descriptions of any Administrative Functions delegated by the Contractor in the Subcontract.

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

- 9.8.1.3 A requirement to provide Individuals access to translated information and interpreter services, as described in the Materials and Information Section of this Contract.
  - 9.8.1.4 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.
  - 9.8.1.5 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.
  - 9.8.1.6 Requirements for nondiscrimination in employment and the provision of delegated administrative functions to Individuals.
  - 9.8.1.7 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities in a manner consistent with state and federal laws and regulations.
  - 9.8.1.8 A provision for ongoing monitoring and compliance review when the Contractor identifies deficiencies or areas requiring improvements and provide for corrective action.
- 9.8.2 A Subcontractor providing Administrative Functions has established a conflict-of-interest policy that:
- 9.8.2.1 Requires screening of employees upon hire and board members at the time of initial appointment, and annually thereafter, for conflicts of interests related to performance of services under the Subcontract.
  - 9.8.2.2 Prohibits employees and/or board members from participating in actions which could impact or give the appearance of impacting a personal interest or the interest of any corporate, partnership or association in which the employee or board member is directly or indirectly involved.
  - 9.8.2.3 Prohibits access to information regarding proprietary information for other providers including, but not limited to: reimbursement rates, for any Subcontractor that provides behavioral health services and administrative services under the Contract.

All internal references are updating accordingly

13. Section 9, Subcontractors, 9.14 Provider Credentialing, subsection 9.14.2 is amended to read as follows:

- 9.14.2 Beginning January 1, 2021, the Contractor shall work towards creation and implementation of credentialing and recredentialing processes consistent with HCA requirements described below. The Contractor's policies and procedures shall ensure compliance with requirements described in this Section including completion of implementation and a fully credentialed provider network by December 31, 2021.
  - 9.14.2.1 The Contractor shall verify that all Subcontractors meet the licensure and certification requirements as established by state and federal statute, administrative code, or as directed in this Contract.

- 9.14.2.2 The Contractor’s behavioral health medical director shall have direct responsibility for and participation in the credentialing program.
- 9.14.2.3 The Contractor shall have a designated Credentialing Committee to oversee the credentialing process.
- 9.14.2.4 The Contractor may not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. If the Contractor declines to include individual or groups of providers in its provider network, it must give the affected providers written notice of the reason for its decision.
- 9.14.2.5 The Contractor is not responsible for credentialing providers or facilities that are part of the Indian Health System.
- 9.14.2.6 The Contractor’s credentialing and recredentialing program shall include:
  - 9.14.2.6.1 Identification of the type of providers credentialed and recredentialed, including mental health and SUD providers.
  - 9.14.2.6.2 Specification of the verification sources used to make credentialing and recredentialing decisions, including any evidence of provider sanctions.
  - 9.14.2.6.3 Use and dissemination of the Washington Provider Application (WPA).
  - 9.14.2.6.4 A process for provisional credentialing that affirms that:
    - 9.14.2.6.4.1 The practitioner may not be held in a provisional status for more than sixty (60) calendar days; and
    - 9.14.2.6.4.2 The provisional status will only be granted one time and only for providers applying for credentialing the first time.
    - 9.14.2.6.4.3 Provisional credentialing shall include an assessment of:
      - 9.14.2.6.4.3.1 Primary source verification of a current, valid license to practice;
      - 9.14.2.6.4.3.2 Primary source verification of the past five (5) years of malpractice claims or settlements from the malpractice carrier or the results of the National Practitioner Databank query; and
      - 9.14.2.6.4.3.3 A current signed application with attestation.
- 9.14.2.6.5 Prohibition against employment or contracting with providers excluded from participation in federal health care programs under federal law as verified through List of Excluded Individuals and Entities (LEIE).
- 9.14.2.6.6 A detailed description of the Contractor’s process for delegation of credentialing and recredentialing to Subcontractors, if applicable.

- 9.14.2.6.7 Verification of provider compliance with all Program Integrity requirements in this Contract.
- 9.14.2.7 The Contractor's process for communicating findings to the provider that differ from the provider's submitted materials shall include communication of the provider's rights to:
  - 9.14.2.7.1 Review materials.
  - 9.14.2.7.2 Correct incorrect or erroneous information.
  - 9.14.2.7.3 Be informed of their credentialing status.
- 9.14.2.8 The Contractor's credentialing and recredentialing process for a decision within sixty (60) calendar days of the submission of the credentialing application when the Provider application is complete upon submission.
- 9.14.2.9 The Contractor's process for notifying providers within fifteen (15) calendar days of the credentialing committee's decision.
- 9.14.2.10 An appeal process for providers for quality reasons and reporting of quality issues to the appropriate authority and in accord with the Program Integrity requirements of this Contract.
- 9.14.2.11 The Contractor's process to ensure confidentiality.
- 9.14.2.12 The Contractor's process to ensure information provided to Individuals by the BH-ASO in accordance with the Information Requirements for Individuals subsection of this Contract are consistent with credentialing file content, including education, training, certification and specialty designation.
- 9.14.2.13 The Contractor's process for recredentialing providers, at minimum every thirty-six (36) months, through information verified from primary sources, unless otherwise indicated.
- 9.14.2.14 The Contractor's process to ensure that offices of Health Care Professionals meet office site standards established by the Contractor, allowing for on-site review for quality concerns.
- 9.14.2.15 The Contractor's system for monitoring sanctions, limitations on licensure, complaints and quality issues or information from identified adverse events and provide evidence of action, as appropriate based on defined methods or criteria.
- 9.14.2.16 The Contractor's process and criteria for assessing and reassessing organizational providers in which the Contractor:
  - 9.14.2.16.1 Confirms that the provider is in good standing with state and federal regulatory bodies (e.g., verification of state licensure):
  - 9.14.2.16.2 Confirms that the provider has been reviewed and approved by an accrediting body within the previous thirty-six (36) months; or
  - 9.14.2.16.3 If the provider is not accredited within the last thirty-six (36) months, conducts an onsite quality assessment and verification of a process to ensure the

organizational provider credentials its providers, which addresses review of providers operating under the license of a licensed or certified agency.

9.14.2.17 The criteria used by the Contractor to credential and recredential practitioners shall include:

9.14.2.17.1 Evidence of a current valid license or certification to practice:

9.14.2.17.2 A valid Drug Enforcement Administration (DEA) or Controlled Dangerous Substances (CDS) certificate if applicable;

9.14.2.17.3 Evidence of appropriate education and training;

9.14.2.17.4 Board certification if applicable;

9.14.2.17.5 Evaluation of work history;

9.14.2.17.6 A review of any liability claims resulting in settlements or judgments paid on or on behalf of the provider; and

9.14.2.17.7 A signed, dated attestation statement from the provider that addresses:

9.14.2.17.7.1 The lack of present illegal drug use;

9.14.2.17.7.2 A history of loss of license and criminal or felony convictions;

9.14.2.17.7.3 A history of loss or limitation of privileges or disciplinary activity;

9.14.2.17.7.4 Current malpractice coverage;

9.14.2.17.7.5 Any reason(s) for inability to perform the essential functions of the position with or without accommodation; and

9.14.2.17.7.6 Accuracy and completeness of the application.

9.14.2.17.8 Verification that DCRs are authorized as such by the county authorities.

9.14.2.17.9 Verification of the: NPI, the provider's enrollment as a Washington Medicaid provider, and the Social Security Administration's death master file.

14. Section 13, Grievance and Appeal System, subsection 13.8 Recording and Reporting Grievances, Adverse Authorization Determinations, and Appeals, is renamed as Recording and Reporting Grievances, Adverse Authorization Determinations, Appeals, and Administrative Hearings, and is amended to read as follows:

13.8 Recording and Reporting Grievances, Adverse Authorization Determinations, Appeals, and Administrative Hearings

The Contractor shall maintain records of all Grievances, Adverse Authorization Determinations including Actions, Appeals, and Administrative Hearings.

- 13.8.1 The records shall include Grievances, Adverse Authorization Determinations including Actions, Appeals, and Administrative Hearings, handled by delegated entities, and all documents generated or obtained by the Contractor in the course of these activities.
- 13.8.2 The Contractor shall provide separate reports to HCA, quarterly using the Grievance, Adverse Authorization Determination, Appeals, and Administrative Hearings reporting template due the 15th of the month following the quarter.
- 13.8.3 The Contractor is responsible for maintenance of records for and reporting of these activities handled by delegated entities.
- 13.8.4 Reports that do not meet the Grievance and Appeal System reporting requirements shall be returned to the Contractor for correction. Corrected reports will be resubmitted to HCA within thirty (30) calendar days.
- 13.8.5 The report medium shall be specified by HCA.
- 13.8.6 Reporting of Grievances shall include all expressions of Individual dissatisfaction not related to an Action. All Grievances are to be recorded and counted whether the Grievance is remedied by the Contractor immediately or through its Grievance and quality of care service procedures.

All internal references are updating accordingly.

15. Section 14, Care Management and Coordination, subsection 14.4 Care Coordination and Continuity of Care: State Hospitals and Community Hospital and Evaluation Treatment 90/180 Civil Commitment Facilities is amended to read as follows:

14.4 Care Coordination and Continuity of Care: State Hospitals and Community Hospital and Evaluation Treatment 90/180 Civil Commitment Facilities

14.4.1 Utilization of State Hospital Beds

- 14.4.1.1 The Contractor will be assigned Individuals for discharge planning purposes in accordance with agency assignment process within each RSA in which the Contractor operates.
  - 14.4.1.1.1 If the Contractor disagrees with the Individual assignment, it must request a reassignment within thirty (30) calendar days of admission. If a request to change the assignment is made within thirty (30) calendar days of admission and the request is granted, the reassignment will be retroactive to the date of admission.
  - 14.4.1.1.2 If the Contractor's request is received by HCA after the thirtieth day of admission and is granted, the effective date of the reassignment will be based on the date HCA receives the reassignment request form.
- 14.4.1.2 The Contractor will be responsible for coordinating discharge for the Individuals assigned and, until discharged.
  - 14.4.1.2.1 The Contractor may not enter into any agreement or make other arrangements for use of State Hospital beds outside of this Contract.

- 14.4.2 Admission and Discharge Planning for State Hospital and Community 90/180 Civil Commitment Facilities
  - 14.4.2.1 The Contractor shall meet the requirements of the State Hospital MOU or Working Agreement.
  - 14.4.2.2 The Contractor shall ensure Individuals are medically cleared, if possible, prior to admission to a State Psychiatric Hospital or 90/180 Community Civil Commitment facility.
  - 14.4.2.3 The Contractor shall use best efforts to divert admissions and expedite discharges by using alternative community resources and mental health services, within Available Resources.
- 14.4.3 The Contractor shall work with the discharge team to identify potential placement options and resolve barriers to placement, to ensure that Individuals will be discharged back to the community after the physician/treatment team determines the Individual is ready for discharge.
- 14.4.4 The Contractor will make its best, good-faith efforts to schedule Prescriber and other Provider appointments within seven (7) calendar days of an Individual's discharge and communicated back to Facility, including for Individuals discharging from the state hospital forensic units.
- 14.4.5 The Contractor shall provide the following services for American Indian/Alaska Native Individuals in the FFS Medicaid Program who have opted out of Medicaid managed care, in coordination with the Individual's IHCP, if applicable:
  - 14.4.5.1 Crisis services and related coordination of care;
  - 14.4.5.2 Involuntary commitment evaluation services; and
  - 14.4.5.3 Services related to inpatient discharge and transitions of care.
  - 14.4.5.4 Assistance in identifying services and resources for Individuals with voluntary admission.
- 14.4.6 The Contractor or Subcontractor shall monitor and track Individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320 to ensure compliance with LRA requirements. The Contractor will document LRA tracking. Contractor's tracking documentation will include a log with the following:
  - 14.4.6.1 Name of Individuals on an LRA;
  - 14.4.6.2 Date of LRA order;
  - 14.4.6.3 Name of responsible MCO;
  - 14.4.6.4 Date the Contractor notified the MCO of an Individual on an LRA;
  - 14.4.6.5 Name of the staff notified at MCO;

- 14.4.6.6 If the Contractor did not notify the responsible MCO this information will be recorded on the Contractor's tracking log, and;
- 14.4.6.7 Contractor will state on the tracking log if the LRA includes within the order the agency providing LRA treatment.
- 14.4.7 The Contractor shall offer behavioral health services to Individuals who are ineligible for Medicaid to ensure compliance with LRA requirements.
- 14.4.8 The Contractor shall respond to requests for participation, implementation, and monitoring of Individuals receiving services on conditional release consistent with requirements for LRA treatment services as described in RCW 71.05.340. LRA treatment must be provided regardless of available resources.
  - 14.4.8.1 If the individual is enrolled in managed care plan, the MCO will purchase these services.
  - 14.4.8.2 If the individual is Medicaid fee-for-service, Medicaid will cover these services.
  - 14.4.8.3 If the Individual is covered by commercial insurance, the insurance provider will purchase the care.
  - 14.4.8.4 If the Individual is non-funded, the BH ASO will be responsible for purchasing the LRA treatment services.
- 14.4.9 Non-Medicaid Conditional Release Individuals in transitional status in Pierce or Spokane County will transfer back to the region they resided prior to entering the State Hospital upon completion of transitional care. Individuals residing in the Contractor's RSA prior to admission, and discharging to another RSA, will do so according to the agreement established between the receiving RSA and the Contractor. The Agreements shall include:
  - 14.4.9.1 Specific roles and responsibilities of the parties related to transitions between the community and the State Hospital.
  - 14.4.9.2 Collaborative discharge planning and coordination with cross-system partners such as residential facilities, community mental health or SUD providers, etc.
  - 14.4.9.3 Identification and resolution of barriers which prevent discharge and systemic issues that create delays or prevent placements in the Contractor's Service Area.
  - 14.4.9.4 When Individuals being discharged or diverted from state hospitals are placed in a long-term care setting, the Contractor shall:
    - 14.4.9.4.1 Coordinate with DSHS Aging and Long-Term Services Administration (AL TSA) Home and Community Services (HCS) and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the HCA [website](#).
    - 14.4.9.4.2 Coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement when the Individual meets access to care criteria.

- 14.4.9.4.3 Coordinate with Tribal governments and/or IHCPs for AI/AN Individuals, when the Contractor has knowledge that the Individual is AI/AN and receives health care services from a Tribe and/or IHCP in Washington State.

14.4.10 Peer Bridger Program

- 14.4.10.1 The Contractor shall develop and implement a Peer Bridger program staffed by at least one or more Peer Bridger(s) based on FTE allocation table in Exhibit A in each region and in collaboration with the MCOs in the region to facilitate and increase the number of State Hospital discharges and promote continuity of services when an Individual returns to the community. Services shall be delivered equitably to Individuals assigned to the MCOs and the Contractor. BH-ASO regions may begin utilizing Peer Bridgers for local psychiatric inpatient discharges. The program shall follow Peer Bridger program standards found in Peer Bridger, Exhibit G.
- 14.4.10.2 The Contractor shall ensure that the Peer Bridger is allowed to attend treatment activities with the Individual during the one hundred twenty (120) day period following discharge if requested by the Individual. Examples of activities include but are not limited to: intake evaluations, prescriber appointments, treatment planning, etc. This may be extended on a case-by-case basis.
- 14.4.10.3 Contractor may utilize Peer Bridger Participants Relief Funds to assist Individual's with engaging, re-engaging, and service retention with services aligned/associated with continuing in treatment for mental health and/or SUD.
- 14.4.10.4 Contractor shall track Peer Bridger Participant Relief Funds. Contractor shall submit the Peer Bridger Participant Treatment Engagement Resources report to HCABHASO@hca.wa.gov by the 15<sup>th</sup> of the following month.
  - 14.4.10.4.1 Peer Bridger Participant Relief Funds may be used to purchase, but are not limited to the following items:
    - 14.4.10.4.1.1 Bus passes for Individual's transportation to treatment;
    - 14.4.10.4.1.2 Individual's clothing for employment interviews; and
    - 14.4.10.4.1.3 Individual's data minutes for pay-as-you go mobile phone or device.
- 14.4.10.5 Data reporting. The Contractor shall:
  - 14.4.10.5.1 Submit to HCA the Peer Bridger Monthly Report by the 15<sup>th</sup> of the month following the month being reported, for each region, on the template provided by HCA;
  - 14.4.10.5.2 When reporting service encounters, use the Rehabilitation Case Management Services code for services within inpatient settings or other appropriate outpatient modalities ensuring no duplication of services occur; and

14.4.10.5.3 When reporting Behavioral Health Supplemental Transactions into BHDS, ensure the “Program ID – 42” start/stop date is recorded.

16. Section 14, Care Management and Coordination, subsection 14.5 Care Coordination: Filing of an Unavailable Detention Facilities Report is amended to read as follows:

14.5 Care Coordination: Filing of an Unavailable Detention Facilities Report

- 14.5.1 The Contractor shall ensure its DCRs report to HCA when it is determined an Individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at the Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization facility, psychiatric unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the Individual.
- 14.5.2 When the DCR determines an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report to HCA within 24 hours. The report shall include the following:
  - 14.5.2.1 The date and time the investigation was completed;
  - 14.5.2.2 A list of facilities that refused to admit the Individual;
  - 14.5.2.3 Information sufficient to identify the Individual, including name and age or date of birth;
  - 14.5.2.4 The identity of the responsible BH-ASO and MCO, if applicable; and
  - 14.5.2.5 The county in which the person met detention criteria; and
  - 14.5.2.6 Other reporting elements deemed necessary or supportive by HCA.
- 14.5.3 When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment is conducted each day by the DCR or Mental Health Professional (MHP) employed by the crisis provider to verify that the person continues to require involuntary treatment. If a bed is still not available, the DCR sends a new Unavailable Detention Facilities Report (No Bed Report) to HCA and the DCR or MHP works to develop a safety plan to help the person meet their health and safety needs, which includes the DCR or MHP continuing to search for an involuntary treatment bed or appropriate less restrictive alternative to meet the Individual’s current crisis.
- 14.5.4 Upon notification by HCA that a No Bed Report has been filed on an Individual, the Contractor must attempt to engage the Individual in appropriate services for which the Individual is eligible and report back within seven (7) calendar days to HCA. The report must include a description of all attempts to engage the Individual, any plans made with the Individual to receive treatment, and all plans to contact the Individual on future dates about the treatment plan from this encounter. The Contractor may contact the Individual’s insurance provider or treatment providers to ensure services are provided.
- 14.5.5 The Contractor shall implement a plan to provide appropriate treatment services to the Individual, which may include the development of LRAs or relapse prevention programs reasonably calculated to reduce demand for involuntary detentions to E&T Facilities, and Secure Withdrawal Management and Stabilization facilities.

14.5.6 HCA may initiate corrective action to ensure an adequate plan is implemented. An adequate plan may include development of LRAs to Involuntary Commitment, such as crisis triage, crisis diversion, voluntary treatment, or relapse prevention programs reasonably calculated to reduce demand for evaluation and treatment.

17. Section 16, Scope of Services- Crisis System, 16.1 Crisis System General Requirements, subsection 16.1.4 is amended to read as follows:

16.1.4 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 71.34RCW.

16.1.4.1 Requirements include payment for all services ordered by the court for Individuals ineligible for Medicaid, and costs related to court processes and Transportation for court hearings.

16.1.4.2 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.

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

18. Section 16, Scope of Services – Crisis System, 16.3 Crisis System Staffing Requirements, subsection 16.3.6 is amended to read as follows:

16.3.6 The Contractor shall ensure Providers of ITA services establish policies and procedures that implement WAC 246-341-0810 and the following requirements:

16.3.6.1 No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's ITA, unless a second trained individual accompanies them.

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

16.3.6.3 The second individual who responds may be a First Responder, a Mental Health Professional, a SUDP, or a mental health provider who has received training required in RCW 49.19.030.

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

16.3.6.5 Have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.

16.3.6.6 Every DCR dispatched on a crisis visit shall have prompt access to information about an Individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.

16.3.6.7 The Contractor or Subcontractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.

19. Section 16, Scope of Services – Crisis System, 16.5 Crisis System Services, subsection 16.5.1 is amended to read as follows:

16.5.1 The Contractor shall make the following services available to all Individuals in the Contractor’s RSAs, in accordance with the specified requirements:

16.5.1.1 Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs. Dispatch mobile crisis or connect the Individual to services. For Individuals enrolled with a MCO, assist in connecting the Individual with current or prior service providers. For Individuals who are AI/AN, assist in connecting the Individual to services available from a Tribal government or IHCP.

16.5.1.2 Behavioral Health ITA Services shall be provided in accordance with WAC 246-341-0810. Services shall include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the Individuals who are detained for involuntary treatment. The Contractor shall reimburse the county for court costs associated with ITA and shall provide for evaluation and treatment services as ordered by the court for Individuals who are not eligible for Medicaid, including Individuals detained by a DCR.

16.5.1.3 Services provided in Involuntary Treatment facilities such as E&T Facilities and Secure Withdrawal Management and Stabilization facility, must be licensed and certified by DOH. These facilities must have adequate staff to provide a safe and secure environment for the staff, patients and the community. The facilities will provide evaluation and treatment services to limit the duration of involuntary treatment until the person can be discharged back to their home community to continue their treatment without the loss of their civil liberties. The treatment shall be evidence-based practices to include Pharmacological services, psycho-social classes, withdrawal management as needed, discharge planning, and warm handoff to follow-up treatment including any less restrictive alternative care ordered by the court.

16.5.1.4 Contractor will be responsible for tracking less restrictive alternative orders that are issued by a superior court within their geographic regions.

16.5.1.4.1 Tracking responsibility includes notification to the Individual’s MCO of the LRA order so that the MCO can coordinate LRA treatment services.

16.5.1.4.1.1 The MCO is responsible to coordinate care with the Individual and the treatment provider for the provision of LRA treatment services.

16.5.1.4.1.2 The MCO is responsible to monitor or purchase monitoring services for Individuals receiving LRA treatment services.

16.5.1.4.1.3 Monitoring will include coordination with the appropriate DCR provider, including non-compliance.

16.5.1.4.2 For individuals not enrolled in a managed care plan, BH-ASO is responsible for coordinating LRA treatment services with the Individual and the LRA treatment provider for the following:

16.5.1.4.2.1 Unfunded Individuals.

- 16.5.1.4.2.2 Individuals who are not covered by the Medicaid fee-for-service program.
- 16.5.1.4.2.3 Individuals who are covered by commercial insurance.
- 16.5.1.4.3 The BH-ASO will monitor or purchase monitoring services for Individuals receiving LRA treatment services.
  - 16.5.1.4.3.1 Monitoring will include reporting non-compliance with the appropriate DCR provider.
  - 16.5.1.4.3.2 For out of region Individuals who will be returning to their home region, upon notification from the regional superior court, the BH-ASO will notify the home region BH-ASO of the Less Restrictive Order. The home region ASO will then be responsible for notifying the appropriate MCO (if applicable), tracking the LRA, coordinating with the Individual and the LRA treatment provider, and purchasing or providing LRA monitoring service.
- 16.5.1.5 Authority for treatment of services for individuals released from a state hospital in accordance with RCW 10.77.086(4), competency restoration. BH-ASO may submit an A-19, not to exceed \$9,000 without prior written approval from HCA, for transition teams services and treatment services provided to non-Medicaid individuals released from a state hospital in accordance with RCW 71.05.320 or who are found not guilty by reason of insanity (NGRI).

20. Section 16, Scope of Services – Crisis System, 16.5 Crisis System Services, 16.5.2, is amended as follows:

- 16.5.2 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:
  - 16.5.2.1 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 person's own home, or another home-like setting, or a setting which provides safety for the Individual experiencing a behavioral health crisis.
  - 16.5.2.2 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.
  - 16.5.2.3 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 246-341-1104. This is an involuntary treatment which does not require authorization.

- 16.5.2.4 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.
- 16.5.2.5 Supportive housing services are a specific intervention for people 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.
- 16.5.2.6 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.

21. Section 16, Scope of Services – Crisis System, 16.6 Coordination with External Entities, subsection 16.6.3 is amended to read as follows:

16.6.3 The Contractor shall, in partnership with the MCOs operating in the RSA, develop protocols to engage and collaborate with Department of Corrections (DOC), jail-based staff, and other partners within the criminal justice system to coordinate the discharge and transition of incarcerated adults and Transitional Age Youth (TAY) with SMI for the continuation of prescribed medications and other Behavioral Health services prior to re-entry to the community.

22. Section 17, Juvenile Court Treatment Program, 17.1 Juvenile court Treatment Program Requirements, is amended to read as follows:

- 17.1.1 In RSAs where funding is provided, the Contractor shall support Individuals involved with a region’s Juvenile Drug Court (JDC), or other juvenile court treatment program, to provide the following services:
  - 17.1.1.1 A SUD assessment.
  - 17.1.1.2 SUD and mental health treatment and counseling as appropriate which may include Evidence-Based Practices such as Functional Family Therapy and Aggression Replacement Training.
  - 17.1.1.3 A comprehensive case management plan which is individually tailored, culturally appropriate, developmentally and gender appropriate, and which includes educational goals that draw on the strengths and address the needs of the Individual.
  - 17.1.1.4 Track attendance, completion of activities, and offer incentives for compliance.
  - 17.1.1.5 Engagement of the community to broaden the support structure and better ensure success such as referrals to mentors, support groups, pro-social activities, etc.
- 17.1.2 The Contractor will submit the quarterly Juvenile Court Treatment Program Report within forty-five (45) calendar days of the state fiscal quarter end using the most current version of the Juvenile Court Treatment Program reporting template.

23. Section 18, Criminal Justice Treatment Account (CJTA), 18.1 CJTA Funding Guidelines, a new subsection 18.1.3 is added as follows:

18.1.3 Per ESSB 5092 § 215 § 36 a portion of the 21-23 biennial CJTA appropriation is provided solely for maintaining therapeutic courts created using CJTA funding during state fiscal year 2021, or to maintain the state fiscal year 2021 expansion of services being provided to already existing therapeutic courts.

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

24. Section 18, Criminal Justice Treatment Account (CJTA), subsection 18.3 CJTA Strategic Plan, is amended to read as follows:

18.3 CJTA Strategic Plan

18.3.1 Beginning October 1, 2021, the CJTA Biennial Plan is due every two years on October 1.

18.3.1.1 The BH-ASO must coordinate with the local legislative authority for the county or counties in its RSA in order to facilitate the planning requirement as described in [RCW 71.24.580\(6\)](#). The CJTA Biennial Planshall:

18.3.1.1.1 Describe in detail how SUD treatment and support services will be delivered within the region;

18.3.1.1.2 Address the CJTA Account Match Requirement from subsection 18.1.4 of this Contract;

18.3.1.1.3 Include details on innovative projects as referenced in subsection 18.1.7, including the following:

18.3.1.1.3.1 Describe the project and how it will be consistent with the strategic plan;

18.3.1.1.3.2 Describe how the project will enhance treatment services for eligible Individuals identified in RCW 71.24.580(1)(a) - (b);

18.3.1.1.3.3 Describe how the project will incorporate best practices and treatment strategies while addressing underserved populations;

18.3.1.1.3.4 Indicate the number of Individuals who were served using innovative funds; and

18.3.1.1.3.5 Detail the original goals and objectives of the project.

18.3.1.2 If applicable, the CJTA Biennial Plan will indicate a plan of action for meeting the requirements in subsection 18.5 of thisContract.

18.3.1.3 Completed plans must be submitted to HCA and the CJTA Panel established in RCW 71.24.580(5)(b), for review and approval. Once approved, the Contractor must implement its plan as written.

25. Section 20, Jail Transition Services, 20.1 Jail Transition Services Requirements, a new subsection 20.1.9 is added as follows:

20.1.9 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](mailto:hcabhaso@hca.wa.gov). The report will include the following:

20.1.9.1 Number of Jail Transition Services provided;

20.1.9.2 Number of Individuals served with Jail Transition funding;

20.1.9.3 Narrative describing Jail Transition Services provided;

20.1.9.4 Narrative describing barriers to providing Jail Transition Services; and

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

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

26. A new section 21, Peer Pathfinders Transition From Incarceration Pilot Program, is added as follows:

## 21 PEER PATHFINDERS TRANSITION FROM INCARCERATION PILOT PROGRAM

### 21.1 Peer Pathfinders Transition from Incarceration Expectations

21.1.1 The Peer Pathfinders Transition from Incarceration Pilot Program is intended to serve those who are exiting correctional facilities in Washington State who have either a serious mental illness, a SUD, or co-occurring conditions.

21.1.1.1 Participation in the program is voluntary.

21.1.1.2 The Peer Pathfinders will attempt to engage Individuals in planning their discharge. BH-ASO contracted jail transition teams will help the Peer Pathfinder identify potential participants.

21.1.1.3 The Peer Pathfinder will work with the Individual on transitioning out of incarceration and into community-based services to address identified needs.

21.1.1.4 These supports may include spending time establishing social support, helping with independent living skills, developing coping skills, and community adjustment skills.

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

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

## 21.2 Staffing

- 21.2.1 Contractor is expected to have a minimum of one Peer Pathfinder FTE for an 18-month period with Coronavirus Response and Relief Supplement Appropriations (CRSSA) funds. Remaining funds must be used for participant engagement in order to ensure successful transition to treatment.
- 21.2.2 Contractor shall contract with an agency licensed by DOH as a Behavioral Health Agency certified to deliver peer services.
- 21.2.3 Peer Pathfinder is required to complete the Intersections of Behavioral Health and the Law training, within ninety (90) calendar days of training being made available.
- 21.2.4 Peer Pathfinder will work with an average of six to twelve program Individuals. Peer Pathfinders shall routinely engage and interact with potential program Individuals.
- 21.2.5 Participate in statewide Peer Pathfinder administrative support conference calls/coordination meetings as scheduled.
- 21.2.6 Participate in Peer Pathfinder training events scheduled by HCA.
  - 21.2.6.1 Complete the current HCA Peer Pathfinder Jail Transition report log and submit to HCABHASO@hca.wa.gov via secured email. The first report is due April 30, 2022 (January-March), and quarterly thereafter on July 31 (April-June), October 31 (July-September), and January 31 (October-December).
  - 21.2.6.2 Coordinate activities with the Jail Transitions Team and Trueblood Programs where applicable.

## 21.3 Peer Pathfinder Program Duties:

- 21.3.1 In conjunction with the BH-ASO Jail Transitions team, the Peer Pathfinder will work to engage Individuals eligible for Jail Transitions services. The Peer Pathfinder shall work directly with Individuals upon release and follow them through their transition back into the community to ensure linkage relevant services for their recovery.
- 21.3.2 The Peer Pathfinder shall support the jail transition team with release planning to include the following:
  - 21.3.2.1 Function as a member of the Individual's jail transition team.
  - 21.3.2.2 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.
  - 21.3.2.3 Coordinating in conjunction with release planning efforts for the Individual to travel back to his or her community.
- 21.3.3 The frequency and duration of Peer Pathfinder services will be determined by the Individual's needs, the service level required to help the Individual stay safely in the community, and caseload prioritization. Peer Pathfinder services will be decreased when the Individual is receiving

behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Pathfinder's support.

21.3.3.1 The Peer Pathfinder shall facilitate a "warm hand-off" to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:

21.3.3.1.1 Function as a member of the Individual's jail transition team.

21.3.3.1.2 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.

21.3.3.1.3 Coordinating in conjunction with release planning efforts for the individual to travel back to his or her community.

21.3.4 Examples of Peer Pathfinder engagement activities may include:

21.3.4.1 Interacting with potential participants.

21.3.4.2 Developing a trusting relationship with participants.

21.3.4.3 Promoting a sense of self-direction and self-advocacy.

21.3.4.4 Sharing their experiences in recovery.

21.3.4.5 Helping motivate through sharing the strengths and challenges of their own illness.

21.3.4.6 Considering the Individual's medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.

21.3.4.7 Helping the Individual plan how they will successfully manage their life in the community.

21.3.4.8 Educating Individuals about resources in their home community.

21.3.4.9 When requested by the Individual join in treatment team meetings if there are no safety concerns. Help to convey the Individual's perspectives and assist the Individual with understanding the process.

21.3.5 Community-based post-release activities will include:

21.3.5.1 Assisting the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Pathfinder may be identified as a non-crisis resource in the plan.

21.3.5.2 Work to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.

21.3.5.3 Support the Individual in developing skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.

- 21.3.5.4 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.
- 21.3.5.5 Support the Individual in developing skills to schedule, track and attend appointments with providers.
- 21.3.5.6 Assist the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Pathfinder should also help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider.
  - 21.3.5.6.1 Explore supported employment that addresses the following:
    - 21.3.5.6.1.1 Employment goals and how they relate to recovery.
    - 21.3.5.6.1.2 The availability of additional training and education to help the Individual become employable.
    - 21.3.5.6.1.3 The array of employment programs and supported employment opportunities available within the region.
- 21.3.6 Peer Pathfinders should demonstrate that recovery is possible and model the ten components of recovery as defined in the SAMHSA Consensus Statement on Mental Health Recovery (<http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf>).
- 21.3.7 The Peer Pathfinder team, including Peer Pathfinder Supervisor will:
  - 21.3.7.1 Participate in statewide Peer Pathfinder Program administrative support conference calls as applicable.
  - 21.3.7.2 Participate in Peer Pathfinder Training events scheduled by DBHR.
  - 21.3.7.3 Ensure that Peer Pathfinders complete the Peer Pathfinder Jail Transition report log monthly and submit logs to HCABHSO@hca.wa.gov.
  - 21.3.7.4 Coordinate and communicate Peer Pathfinder team schedules for participating at the inpatient settings with Peer Pathfinder coordinator.
- 21.3.8 The Peer Pathfinder Job Description must contain the following elements:
  - 21.3.8.1 Required Qualifications include:
    - 21.3.8.1.1 Lived experience of mental health recovery and the willingness to share his/her own experiences.

- 21.3.8.1.2 Ability to work flexible hours.
- 21.3.8.1.3 Valid Washington Driver's license or the ability to travel via public transportation.
- 21.3.8.1.4 Ability to meet timely documentation requirements.
- 21.3.8.1.5 Ability to work in a cooperative and collaborative manner as a team member with Hospital staff, MCO/BH-ASO staff, and program Individuals.
- 21.3.8.1.6 Strong written and verbal communications skills.
- 21.3.8.1.7 General office and computer experience.
- 21.3.8.1.8 Washington Certified Peer Specialist with at least two years' experience working as a peer preferred.
- 21.3.8.1.9 Dress professionally and appropriately.

21.3.8.2 Desired Qualifications include:

- 21.3.8.2.1 Ability and experience working with people from diverse cultures.
- 21.3.8.2.2 Familiarity with the criminal court system.
- 21.3.8.2.3 Ability to form trusting and reciprocal relationships.

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

27. Section 23, Family Youth System Partner Roundtable (FYSPRT), subsection 23.1 General Requirements is amended to read as follows:

23.1 General Requirements

- 23.1.1 FYSPRT support shall be provided within the identified resources in Exhibit A and reported in accordance with this Section.
- 23.1.2 Work completed under this Section of the Contract will be in alignment with the FYSPRT manual.
- 23.1.3 Include Youth, family and system partner representation in all aspects of the development, promotion, support, implementation, and evaluation of the Regional FYSPRT.
- 23.1.4 Consistent with the FYSPRT manual, the Contractor will continue to develop, promote and support each Regional FYSPRT by providing administrative and staff support for FYSPRT deliverables as outlined in this Section, including but not limited to: community Outreach and Engagement efforts to publicize the work of the FYSPRTs and recruit members; fiscal management; arranging meeting space; and other administrative supports necessary for the operation of the Regional FYSPRT.
- 23.1.5 Engage with Youth, families, and system partners to build and maintain Regional FYSPRT participation as identified in the FYSPRT manual.

- 23.1.6 Convene a minimum of ten Regional FYSPRT meetings, in person or virtually, in the calendar year. Meeting materials must be made publicly available on the Contractor's or FYSPRT's website prior to the meeting. The meetings shall:
  - 23.1.6.1 Follow the Regional FYSPRT Meeting protocol found in the FYSPRT manual; and
  - 23.1.6.2 Include a review of WISE data or WISE reports at two meetings per calendar year to identify the strengths and needs of the RSA. Include in the quarterly report a plan to address the need(s) as a meeting agenda item, Work Plan goal or other method.
- 23.1.7 Complete a needs assessment due October 31 of every even calendar year.
- 23.1.8 Create and submit a Work Plan for a two-year period based on the results of the following:
  - 23.1.8.1 Completed needs assessment submitted to HCA October 31 of every even calendar year; and
  - 23.1.8.2 FYSPRT meetings and evaluations.
  - 23.1.8.3 The Work Plan shall be submitted to HCA by January 31 of odd years and must identify at least four priority areas of focus. One of the four priority areas must be connected to the research, identification, and outreach to diverse communities in your RSA, including but not limited to tribal, urban Indian, and underserved or underrepresented communities, to engage in the Regional FYSPRT. All four priority areas of focus shall include for each priority:
    - 23.1.8.3.1 Goals;
    - 23.1.8.3.2 Action steps;
    - 23.1.8.3.3 Those assigned; and
    - 23.1.8.3.4 Timeline for completion.
  - 23.1.8.4 Submit an updated Work Plan showing progress on goals, action steps, those assigned and timeline for completion in the Work Plan. In the quarterly report, include a narrative identifying barriers and plans to address barriers; and
  - 23.1.8.5 Funding identified in Exhibit A is to support FYSPRT deliverables outlined in this contract including travel, meeting support, and projects outlined in the Work Plan.
- 23.1.9 Maintain Regional FYSPRT webpages that include:
  - 23.1.9.1 Point of contact, name, email, and phone number;
  - 23.1.9.2 Regional agendas and meeting notes;
  - 23.1.9.3 Dates, locations, and times of past and upcoming Regional FYSPRT meetings, including information on travel reimbursement, child care, and other meeting supports. If the meeting is online, include information about how to join;

- 23.1.9.4 A Regional Charter;
  - 23.1.9.5 Policies and procedures (may also be addressed in the Regional FYSPRT Charter), including how to propose an agenda item for a future Regional FYSPRT meeting;
  - 23.1.9.6 Results of the needs assessment;
  - 23.1.9.7 The Work Plan; and
  - 23.1.9.8 Links to relevant regional/statewide resources and information.
- 23.1.10 Participation in state-level activities, to include:
- 23.1.10.1 Identification of Regional Tri-Leads to participate as members of the Statewide FYSPRT, including attending meetings and responding to surveys and emails;
  - 23.1.10.2 Provision of travel support for all Regional Tri-Leads to attend the Statewide FYSPRT meetings, if in-person with the requirement that at least two of the three Tri-Leads attend each Statewide FYSPRT meeting on a rotating schedule to prioritize each Tri-Lead attending once per calendar year within available resources;
  - 23.1.10.3 Provide supports for Regional FYSPRT Youth Tri-Lead(s) to participate as members of the Statewide Youth Leadership Network activities, trainings, or meetings a minimum of once per quarter and attend other youth run organization or program events and activities as determined by regional needs or as requested by HCA within available resources; and
  - 23.1.10.4 Provide supports for Regional FYSPRT Family Tri-Lead(s) to participate as members of the Washington Behavioral Health Statewide Family Network activities, trainings, or meetings a minimum of once per quarter and attend other family run organization or program events and activities as determined by regional needs or requested by HCA and within available resources.
- 23.1.11 Utilize a meeting evaluation tool, such as the FYSPRT Evaluation Tool and FYSPRT Evaluation – Narrative Team Effectiveness Questionnaire, (found in the FYSPRT manual) to evaluate the effectiveness of the Regional FYSPRT meetings at least one time per quarter. Include in quarterly reports how the information gathered from the evaluation tools have informed future meetings.
- 23.1.12 Reporting. On a quarterly basis, the Contractor shall submit the following:
- 23.1.12.1 A quarterly report summarizing the progress or completion of FYSPRT deliverables outlined in the FYSPRT section of this Contract, identifying any barriers and plans to address barriers;
  - 23.1.12.2 Submit the Work Plan, with progress updates included in the document;
  - 23.1.12.3 Sign-in sheets, showing percentage of youth and family in attendance; if below the benchmark of 51 percent, note the percentage in the quarterly report and identify three strategies to increase youth and family participation to 51 percent in the next quarter;

- 23.1.12.4 Meeting notes;
- 23.1.12.5 Updated membership roster;
- 23.1.12.6 A link to the required Regional FYSPRT webpage materials;
- 23.1.12.7 Tri-Lead attendance at Statewide FYSPRT meetings;
- 23.1.12.8 Member travel, participation and meeting support shall include documentation of the date of travel/meeting support, name of participant, the purpose of the expense, amount paid and must be billed in the quarter in which the expense occurred. Documentation shall be submitted with the A-19 in alignment with Contractor policies and shall be billed quarterly on the A-19; and
- 23.1.12.9 Reports and A-19s are due by the last day of the month of January, April, July, and October and must be submitted to HCA at HCABHASO@hca.wa.gov.

28. Section 24, Community Behavioral Health Enhancement (CBHE) Funds, subsection 24.1 CBHE Communication Plan Requirements is amended to read as follows:

24.1 CBHE Communication Plan Requirements

- 24.1.1 The CHBE funding is intended to increase funding for Behavioral Health services provided by licensed and certified community Behavioral Health agencies. The Contractor must follow the previously submitted CBHE Communication Plan (“Communication Plan”) that outlines how the portion of the funding received will strengthen the Behavioral Health community and assist in recruitment and retention.
- 24.1.2 The Communication Plan must include the following:
  - 24.1.2.1 Outline of how the portion of the funding received will strengthen the Behavioral Health provider community workforce.
  - 24.1.2.2 How the Contractor will increase provider capacity, including staff retention and service delivery.
  - 24.1.2.3 The Communication Plan must meet the intention of Engrossed Substitute House Bill 1109; Chapter 415, Laws of 2019.
  - 24.1.2.4 Timeframes for implementation of all planned enhancement activities.
- 24.1.3 The Contractor will take the following steps to ensure that providers are receiving the appropriate amount of enhancement funds:
  - 24.1.3.1 Develop a provider Communication Plan.
  - 24.1.3.2 In accordance with you Communication Plan, notify providers about how the Enhancement funds will be utilized in your region.
  - 24.1.3.3 Operationalize your plan to deploy FY 2021-2022 enhancement funds.

- 24.1.3.4 Conduct quarterly reviews to ensure that funds are being dispersed to providers as outlined in your Communication Plan.
- 24.1.3.5 Contractor will notify HCA of any changes to the provider Communication Plan within ten (10) Business Days of the changes. Submit updated Communication Plans to [HCABHASO@hca.wa.gov](mailto:HCABHASO@hca.wa.gov).
- 24.1.4 The Contractor will submit a completed CBHE Quarterly Expenditure report using the CBHE Quarterly Expenditure reporting template.
  - 24.1.4.1 The CBHE Quarterly Expenditure report must be submitted to [HCABHASO@hca.wa.gov](mailto:HCABHASO@hca.wa.gov) by the last day of the month following the end of each quarterly reporting period. The 2022 fiscal reports are due by: April 30 (January-March); July 31 (April-June); October 31 (July-September); and January 31 (October-December).
- 29. Section 27, Recovery Navigator Program, 27.1 Substance-Use Disorder Regional Recovery Navigator Administrator, subsection 27.2.5 is amended to read as follows:
  - 27.2.5 The Contractor must submit a progress report on development of the Contractor's plan demonstrating the ability to fully comply with the statewide program standards to HCA by September 1, 2021. The final plan must be submitted to [hcabhaso@hca.wa.gov](mailto:hcabhaso@hca.wa.gov) by October 1, 2021 for approval. If the BH-ASO plan is not approved HCA will provide technical assistance working toward approval. Once the Contractor's plan is approved funding for program implementation will be released.
- 30. Section 28, Business Continuity and Disaster Recovery, 28.1 General Requirements, subsection 28.1.1 is amended to read as follows:
  - 28.1.1 The Contractor shall have a primary and back-up solution for the electronic submission of the data requested by HCA. The solution shall utilize the Washington Technology Services – Secure File Transfer service. In the event this method of transmission is unavailable and immediate data transmission is necessary, an alternate method of encrypted submission will be considered based on HCA approval.
- 31. Exhibit A-4, Non-Medicaid Funding Allocation, is effective January 1, 2022 through June 30, 2022 and supersedes and replaces Exhibit A-3, and is attached hereto and incorporated herein.
- 32. Exhibit E-1, Data Use, Security and Confidentiality, is effective January 1, 2022 through June 30, 2022 and supersedes and replaces Exhibit E, and is attached hereto and incorporated herein.
- 33. This Amendment will be effective January 1, 2022 ("Effective Date").
- 34. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
- 35. 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 HCA.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Joe Valentine, Executive Director	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer	DATE SIGNED

**Exhibit A-4: Non-Medicaid Funding Allocation  
North Sound BH-ASO**

This Exhibit addresses non-Medicaid funds in the North Sound RSA for the provision of crisis services and non-crisis behavioral health services for January 1, 2022, through June 30, 2022, of state fiscal year (SFY) 2022. Amounts can be utilized during SFY ending June 30, 2022, 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 is shown for the full SFY 2022, and spending in January - June 2022 is also counted out of these totals.

**Table 1: North Sound RSA January-June 2022 (SFY22) GF-S Funding**

Fund Source	Monthly	Total 6 Months
Flexible GF-S	\$1,117,711.00	\$6,706,266.00
PACT	\$23,166.00	\$138,996.00
Assisted Outpatient Tx	\$19,737.00	\$118,422.00
1109 PACT Team 1	\$19,477.00	\$116,862.00
1109 PACT Team 2	\$19,477.00	\$116,862.00
Flexible GF-S (ASO)- Begin FY2021- Proviso (7B)	\$55,385.00	\$332,310.00
Jail Services	\$30,628.00	\$183,768.00
ITA - Non-Medicaid funding	\$22,865.00	\$137,190.00
Detention Decision Review	\$8,958.00	\$53,748.00
Long-Term Civil Commitment Court Costs	\$1,196.17	\$7,177.00
Trueblood Misdemeanor Diversion	\$18,662.00	\$111,972.00
Island County Crisis Stabilization	\$0.00	\$0.00
Juvenile Drug Court	\$11,650.00	\$69,900.00
DMA	\$48,441.00	\$290,646.00
Secure Detox	\$28,913.00	\$173,478.00
Behavioral Health Advisory Board	\$3,333.00	\$19,998.00
Ombuds	\$3,750.00	\$22,500.00
Discharge Planners	One-Time payment (Six months)	\$53,647.00
BH Service Enhancements	One-Time payment (Six months)	\$389,594.00
1109 PACT Catch Up	One-Time payment (Six months)	\$97,383.00
5092(65) Added Crisis Teams/including child crisis teams	One-Time payment (Annual)	\$0.00
5073-ASO monitoring CR/LRA	One-Time payment (Annual)	\$0.00
Blake Navigator Program	One-Time payment (Annual)	\$0.00
Whatcom County Crisis Stabilize (\$300K) & Schools Support (\$200K)	One-Time payment (Annual)	\$0.00
Blake 5476 Lead Admin	One-Time payment (Annual)	\$0.00
<b>Total</b>	<b>\$1,433,349.17</b>	<b>\$9,140,719.00</b>

Table 2: North Sound RSA FY 2022 Grant Funding (12 months)

<b>Fund Source</b>	<b>Total FY2022</b>
MHBG (Full Year SFY2022)	\$1,186,032
Peer Bridger (Full Year SFY2022)	\$240,000
FYSPRT (Full Year SFY2022)	\$75,000
SABG (Full Year SFY2022)	\$3,314,438
<b>Total</b>	<b>\$ 4,815,470</b>

Table 3: North Sound RSA Covid Grant Funding (Utilization until March 2023)

<b>Fund Source</b>	<b>Total FY2022</b>
MHBG Covid (BH-ASO) Peer Pathfinders Transition from Incarceration Pilot	\$71,000
MHBG Covid (BH-ASO) Treatment -Crisis Services	\$227,109
MHBH Covid MH Services non-Medicaid services & individuals	\$1,037,744
MHBG Covid - Peer Bridger Participant Service Funds	\$11,109
MHBG Covid - Addition of Certified Peer Counselor to BHASO Mobile Crisis Response Teams	\$190,900
SABG Covid BH-ASO Treatment Funding	\$2,186,014
SABG Covid Peer Pathfinders Transition from Incarceration Pilot	\$71,000
<b>Total</b>	<b>\$ 3,794,876</b>

Table 4: North Sound RSA - Funds available Statewide to bill up to - Full FY 2022 amount

<b>Fund Source</b>	<b>Total FY2022</b>
SB 5071 - Full FY amount is available to Providers for the cost of monitoring CR/LRA State Hospital discharged Individuals.	\$69,000

### 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:** Funds received per the budget proviso for development and initial operation of high-intensity programs for active community treatment WA- PACT teams.
- **1109 PACT Startup:** Funding to ensure the productive startup of services while maintaining fidelity to the PACT model. These funds are provided for provider startup expenses.
- **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 of 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 Marijuana Account (DMA):** 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.
- **Ombuds:** Specific General Fund allocation to support a regional ombuds.
- **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 decision – 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 5073 - ASO monitoring Conditional Release/Less Restrictive Alternative –** Funds to support resources needed to coordinate and manage Non-Medicaid Conditional Release Individuals in transitional status who will transfer back to the region they resided in prior to entering the state hospital upon completion of transitional care.
- **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 Covid (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 Covid Enhancement Treatment - Crisis Services** – Funds to supplement non-Medicaid individuals and non-Medicaid crisis services and systems.
- **MHBG Covid 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 Covid Enhancement - Peer Bridger Participant Service 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 Covid 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 Covid Enhancement BH-ASO Treatment Funding** - Funds to supplement non-Medicaid individuals and non-Medicaid Substance Use Disorder services that meet federal block grant requirements.
- **SABG Covid Enhancement 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.

Outlined below are explanation for provisos 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 the 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 centers.
- **Enhanced Mobile Crisis Response Funding – Spokane, Beacon** - Trueblood funding – to enhance crisis services for identified Trueblood population to provide expedited crisis services and other enhancements.
- **Enhanced Crisis Stabilization/Crisis Triage Spokane, Beacon, and King** - Trueblood funding – Amounts are for enhancing services in Stabilization/Crisis Triage facility for identified Trueblood population.
- **Trauma Informed Counseling services to children and youth in Whatcom County schools, North Sound** – Coordinate the provision of trauma informed counselling services to children and youth in Whatcom County schools.
- **Whatcom County Crisis Stabilization Center – Diversion Pilot, North Sound** - Coordinate the establishment of a Whatcom County Crisis Stabilization Center Pilot Project for diversion from the criminal justice system to appropriate community-based treatment.
- **King County ASO - CCORS** -Funding to maintain children's crisis outreach response system services previously funded through DCYF.

**Exhibit E-1**  
**DATA USE, SECURITY AND CONFIDENTIALITY**

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

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

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

## 2 Data Classification

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

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

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

## 3 Purpose

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

## 4 PRISM Access

- 4.1 Purpose. To provide 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 provider Contractor staff and 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 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. 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 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](mailto: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 Contractor's Authorized User(s) until the two forms are completed and accepted by DSHS.
  - 4.4.3 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 Contractor 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. 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 Contractor will notify the [prism.admin@dshs.wa.gov](mailto: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 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. 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. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
  - 5.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:
    - 5.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
    - 5.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and
    - 5.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).
- 5.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 5.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
  - 5.4.1 Contractor must identify:
  - 5.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
  - 5.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
  - 5.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.
- 5.5 For all Data, including claims data, that is individually identifiable, shared outside of Contractor's system for research or data analytics not conducted on behalf of the Contractor, Contractor must provide HCA with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and HCA data governance initiatives. Contractor will provide notice to [HCADData@hca.wa.gov](mailto:HCADData@hca.wa.gov) and [hcamcprograms@hca.wa.gov](mailto: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 Contractor must provide a report by the 15<sup>th</sup> 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](mailto: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 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.
- 6.2.2 Data Transmitting
  - 6.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
  - 6.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.
- 6.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.
  - 6.2.3.1 Data at Rest:

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

6.2.3.2 Data stored on Portable/Removable Media or Devices

6.2.3.2.1 Confidential Information provided by 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;
  - 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 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## 7 Data Confidentiality and Non-Disclosure

### 7.1 Data Confidentiality.

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

## 7.2 Non-Disclosure of Data

- 7.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this 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 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

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. 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](mailto:PrivacyOfficer@hca.wa.gov) and to the BH-ASO Contract Manager at [hcabhaso@hca.wa.gov](mailto: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 8, 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](mailto:PrivacyOfficer@hca.wa.gov)

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

- 10.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by 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 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 Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 10.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by HCA, if HCA determines Contractor has violated a material term of this Business Associate Agreement. HCA may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 10.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of 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 Contractor, or any Subcontractors, on behalf of HCA, Contractor must:
- 10.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
  - 10.3.10.2 Return to HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
  - 10.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;
  - 10.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and
  - 10.3.10.5 Return to HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

10.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

#### 10.4 Individual Rights.

##### 10.4.1 Accounting of Disclosures.

- 10.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.
- 10.4.1.2 Within ten (10) business days of a request from HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- 10.4.1.3 At the request of HCA or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- 10.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

##### 10.4.2 Access.

- 10.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.
- 10.4.2.2 When the request is made by the Individual to the Contractor or if 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 Contractor, then HCA will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.
- 10.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by 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), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 10.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 10.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 10.8 Miscellaneous Provisions.
  - 10.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
  - 10.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

## **11 Inspection**

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

## **12 Indemnification**

The Contractor must indemnify and hold 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

## SCHEDULE 1: MEDICARE PART D – CONFLICT OF INTEREST ATTESTATION

[Date]

Beverly Court  
Department of Social and Health Services  
Research and Data Analysis Division  
1114 Washington Street SE  
PO Box 45204  
Olympia, WA 98504-5204

Dear Beverly Court,

As a contractor of Washington’s Medicaid agency, [Lead Entity 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 Contractor/Subcontractor 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 Contractor/Subcontractor 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]



## PRISM Access Request for Multiple Organizations



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](mailto: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)		
<b>Protected Data Access Authorization</b>		
<p>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 <b>PRISM Lead</b>, 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 <i>User Agreement and Non-Disclosure of Confidential Information</i> 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.</p>		
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