

No.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF THE EXECUTION OF)
CONTRACT NO. 20ASO2445 BETWEEN LAPLANT)
RENTALS AND SPOKANE COUNTY COMMUNITY)
SERVICES, HOUSING, AND COMMUNITY)
DEVELOPMENT DEPARTMENT (CSHCD),)
SPOKANE COUNTY REGIONAL BEHAVIORAL)
HEALTH (ADMINISTRATIVE SERVICES)
ORGANIZATION) FOR THE PERIOD OF JANUARY)
1, 2020 THROUGH DECEMBER 31, 2020)

RESOLUTION

WHEREAS, the Board of County Commissioners of Spokane County, Washington, pursuant to Revised Code of Washington, Section 36.32.120(6), has the care of county property and the management of County funds and business; and

WHEREAS, pursuant to Revised Code of Washington, Section 71.24, the legislature has established a policy authorizing the State to cooperate with communities to establish and develop mental health and substance use disorder services through local programs; and

WHEREAS, Spokane County Regional Behavioral Health (Administrative Services Organization), SCR BH (ASO), a division of Spokane County Community Services, Housing, and Community Development (CSHCD) Department has an Agreement with the Washington State Health Care Authority (HCA) to administer the mental health and substance use disorder programs and services; and

WHEREAS, in order to implement and carry out the agreement with HCA, SCR BH (ASO) and LaPlante Rentals desire to enter into an Agreement to provide step-down housing to eligible persons over the age of eighteen (18); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County that the attached contract is approved for the purposes as set forth above; and

BE IT FURTHER RESOLVED that this resolution constitutes authority for the Chair of the Board, or a majority of the Board of Spokane County Commissioners, the Chief Operating Officer, the Chief Budget Officer, or the Chief Executive Officer, in other than an open meeting, to sign and enter into the above noted Agreement, attached to this Resolution.

PASSED AND ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French, Chair

ATTEST:

Josh Kerns, Vice-Chair

Ginna Vasquez, Clerk of the Board

Mary L. Kuney, Commissioner



CONTRACT AGREEMENT
Behavioral Health Services
Program: Step Down Facilities

This Agreement is by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and between the **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (SCRBH), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT**, (hereinafter "CSHCD"), and the Contractor (hereinafter "Contractor") identified below and jointly referred to, as the "Parties" in the manner set forth herein.

CONTRACTOR INFORMATION:

Contractor Name: LaPlante Rentals
Contractor Address: 1724 W. Mallon Spokane, WA 99201
Contractor Contact: Peter LaPlante **Phone:** (509) 327-5945 **Fax:** (509) 327-0411
Contractor E-Mail: peterlaplante@yahoo.com

CSHCD INFORMATION:

Division: Spokane County Community Services, Housing, and Community Development Dept.
Contact: Tonya Stern, Assistant Director **E-Mail:** tstern@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204 **Phone:** (509) 477-4510 **Fax:** (509) 477-6827

Additional Contacts:

Division: Spokane County Community Services, Housing, and Community Development Dept.
Contact: Kathleen Torella, Director **E-Mail:** ktorella@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204 **Phone:** (509) 477-7561 **Fax:** (509) 477-6827

AGREEMENT START DATE: 01/01/20 **AGREEMENT END DATE:** 12/31/20

FUNDING:

Source: Non-Medicaid Sales Tax Funds

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the Parties superseding and merging all previous agreements, writings and communications, oral or otherwise regarding the subject matter for this Agreement between the Parties. The Parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on CSHCD only upon signature by Spokane County.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE

PASSED AND ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair

ATTEST:

Vice-Chair

Ginna Vasquez, Clerk of the Board

Commissioner

BEHAVIORAL HEALTH STEP-DOWN FACILITIES SERVICES AGREEMENT

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RECITALS

1. The Spokane County Community Services, Housing, and Community Development Department (CSHCD) dba Spokane County Regional Behavioral Health (SCRBH) is entering into this Agreement with the Contractor pursuant to Senate Bill (SB) 5763 and Resolution 2005-1163, Dated December 20, 2005 for the oversight and/or provision of services related to mental health;
2. The Contractor agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this Agreement and generally accepted practices in the industry.
3. The purpose of the Agreement is to provide Step Down Facilities services to persons over the age of eighteen (18) who are eligible for CSHCD SCRBH funded Step-Down housing.

NOW, THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION, the Parties covenant and agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement shall become effective on January 1, 2020 or the date that Agreement is executed by both Parties, whichever is later. Subject to the terms of this Agreement, the Contractor shall commence providing the services set forth herein on January 1, 2020, and discontinue said services on December 31, 2020 or upon earlier termination of this Agreement. Unless extended or otherwise earlier terminated this Agreement shall expire without further notice on December 31, 2020.
- 1.2. The term of this Agreement may be extended or altered only by a fully executed Amendment, pursuant to the terms of this Agreement.
- 1.3. CSHCD SCRBH shall have no obligation to amend, renew, or re-contract with the Contractor, absent both Parties fully executing a document evidencing such intent.

2. SCOPE OF WORK

- 2.1. The services and activities to be performed by the Contractor pursuant to this Agreement shall include:
 - 2.1.1. The activities and services described in this Agreement; and
 - 2.1.2. The services and activities described in the attached Scope of Work, Exhibit B.
- 2.2. All services and activities provided pursuant to this Agreement shall be designed and delivered in compliance with any applicable federal or statutes and regulations, and local ordinances and policies that apply to this Agreement that are in effect at the commencement of this Agreement and/or that become effective during the term of this Agreement.
- 2.3. For purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Title 45 of the CFR, the Contractor is a Covered Entity as defined in 45 CFR 160.103.

- 2.4. As applicable to this Agreement, the Contractor shall maintain the confidentiality of all information gained by reason of this Agreement in compliance with HIPAA, 42 CFR Part 2, 45 CFR 160, 45 CFR 162, 45 CFR 164, and all other statutes, regulations and/or ordinances that govern the confidentiality of information gathered and maintained by the Contractor pursuant to this Agreement. Any violation of this section shall constitute a material breach of the Agreement, allowing CSHCD SCRBH, within its sole discretion, to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.5. The Contractor shall comply with all federal and state non-discrimination statutes and/or regulations in the administration or delivery of services, in employment practices, or in any other benefits under this Agreement. Said laws and regulations include, but are not limited to the Civil Rights Act Titles VI and VII (1964); Rehabilitation Act §§503 and 504 (1973); Age Discrimination in Employment Act (1975); Vietnam Era Veterans Readjustment Assistance Act (1974); Civil Rights Act (1991); and RCW 49.60. et. seq. Any violation of this section shall constitute a material breach of the Agreement, allowing CSHCD SCRBH, within its sole discretion, to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.6. In the performance of the Agreement, the Contractor agrees to comply with all applicable laws and regulations that may pertain to conflicts of interest, including but not limited to RCW Title 42. Any violation of this section shall constitute a material breach of the Agreement, allowing CSHCD SCRBH to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.7. The Contractor is required to ensure that it neither employs nor contracts with any person excluded from participation in federal health care programs under 42 U.S.C. 1320a-7 or debarred or suspended per this Agreement's General Terms and Conditions.
- 2.8. The Contractor and its Subcontractors shall recognize the unique social/legal status of Indian nations; the tribes under the Supremacy clause; the Indian Commerce Clause of 1924 statutes; federal and state court decisions; and maintain compliance with American Indian Policy 7.01, or any successor, pursuant to the Centennial Accord between the Washington State government and the Washington Tribes.
- 2.9. Subject to all applicable statutes and/or regulations all services and activities performed pursuant to this Agreement.
- 2.10. Services shall be provided in the most efficient, effective and timely manner in the least restrictive setting of their choice.
- 2.11. The Contractor shall furnish the necessary personnel, materials, and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth herein and as attached. Unless otherwise specified, the Contractor shall be responsible for performing or ensuring all fiscal and program responsibilities. No subcontract will terminate the legal responsibility of the Contractor to perform the terms of this Agreement.
- 2.12. The Contractor shall maintain all certifications, licenses, and accreditations as necessary to perform the terms of this Agreement.

- 2.13. Upon the Individual's request, the Contractor shall provide evidence of any licensure or certification.
- 2.14. The Contractor may provide access to transportation for Individuals in need of emergency medical care when available or ambulance transport will be accessed for emergency medical care.
- 2.15. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement.

3. CONFIDENTIALITY

3.1. Confidentiality.

- 3.1.1. The Parties shall not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated thereunder, except:
 - 3.1.1.1. As provided by law; or
 - 3.1.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- 3.1.2. The Contractor and CSHCD SCRBH shall protect and maintain all Confidential Information gained by reason of this Agreement, 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:
 - 3.1.2.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 - 3.1.2.2. Physically securing any computers, documents, or other media containing the Confidential Information;
 - 3.1.2.3. Ensure the security of Confidential Information transmitted via fax by:
 - 3.1.2.3.1. Verifying the recipient fax phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 - 3.1.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and
 - 3.1.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.
- 3.1.3. Upon request by CSHCD SCRBH, at the end of this Agreement, or when no longer needed, Confidential Information shall be returned to CSHCD SCRBH or the Contractor shall certify in writing that they employed an

approved method to destroy the information. The Contractor may obtain information regarding approved destruction methods.

- 3.1.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided that the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. Protected Health Information (PHI)) must be destroyed through shredding, pulping, or incineration.
 - 3.1.5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to CSHCD SCRBH within five (5) business days of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by CSHCD SCRBH or by law.
- 3.2. **Confidentiality of Personal Information.**
- 3.2.1. The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for Individuals receiving Substance Use Disorder (SUD) services, in accordance with 42 CFR Part 2 and RCW 70.96A when applicable. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include, but are not limited to:
 - 3.2.1.1. Establishing eligibility;
 - 3.2.1.2. Determining the amount of medical assistance;
 - 3.2.1.3. Providing services for recipients;
 - 3.2.1.4. Conducting or assisting in an investigation, prosecution, or civil or criminal proceedings related to the administration of this Agreement; and
 - 3.2.1.5. Assuring compliance with federal and state laws and regulations, and with terms and requirements of the Agreement.
 - 3.2.2. The Contractor shall comply with all confidentiality requirements of the HIPAA (45 CFR 160, 162 and 164).
 - 3.2.3. In the event an Individual's picture or personal story will be used, the Contractor shall first obtain written consent from that Individual.
- 3.3. **Privacy and Confidentiality of Individual Identifiable Health Information (IIHI) and PHI.**
- 3.3.1. The Contractor shall comply with applicable provisions of the HIPAA of 1996, codified in 42 USC §1320(d) et. seq. and 45 CFR Parts 160, 162 and 164, 42 CFR 431, the American Recovery and Reinvestment Act of 2009 (ARRA) and the Washington Uniform Health Care Information Act, RCW 70.02, 70.24, 71.05. and 71.34., to the extent applicable.

- 3.3.2. CSHCD SCRBH shall take appropriate action if a Contractor or their Subcontractor employee wrongly releases confidential information. Contractors shall inform CSHCD SCRBH if a Subcontractor employee wrongly releases confidential information.
4. **HIPAA COMPLIANCE.** Preamble: This section of the Agreement (referred to as "Contract" in this section) is the Business Associate Agreement as required by HIPAA.
- 4.1. Definitions.
- 4.1.1. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "Business Associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 4.1.2. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 4.1.3. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 4.1.4. "Covered Entity" means a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 4.1.5. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 4.1.6. "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 CFR 160.103.
- 4.1.7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 — 13424, H.R. 1 (2009) (Health Information Technology for Economic and Clinical Health (HITECH) Act).
- 4.1.8. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 4.1.9. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 4.1.10. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

- 4.1.11. "Protected Health Information (PHI)" has the same meaning as in HIPAA, except in this Contract the term includes information only relating to individuals.
- 4.1.12. "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.
- 4.1.13. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 4.1.14. "Trusted Systems" include only 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 Services (USPS) first class mail, or USPS delivery services that include tracking, such as Certified Mail, Express Mail, or Registered Mail; and (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation.
- 4.1.15. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 4.2. Compliance. Business Associate shall 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 (DHHS), Office of Civil Rights.
- 4.3. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - 4.3.1. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - 4.3.2. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - 4.3.3. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - 4.3.4. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business

Associate or to carry out the legal responsibilities of the Business Associate.

- 4.3.5. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.3.6. Impermissible Use or Disclosure of PHI. Business Associate shall report to the CSHCD SCR BH 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 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by the CSHCD SCR BH, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
- 4.3.7. Failure to Cure. If the CSHCD SCR BH learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by the CSHCD SCR BH do not end the violation, the CSHCD SCR BH shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 4.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the CSHCD SCR BH, if the CSHCD SCR BH determines that Business Associate has violated a material term of this Business Associate Agreement. The CSHCD SCR BH may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 4.3.9. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate if applicable for use in determining compliance with HIPAA privacy requirements.
- 4.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from CSHCD SCR BH, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of CSHCD SCR BH, Business Associate shall:

- 4.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 4.3.10.2. Return to the CSHCD SCRBH or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - 4.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - 4.3.10.4. Not use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - 4.3.10.5. Return to CSHCD SCRBH or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 4.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.
- 4.4. Individual Rights.
- 4.4.1. Accounting of Disclosures.
 - 4.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - 4.4.1.2. Within ten (10) business days of a request from the CSHCD SCRBH, Business Associate shall make available to the CSHCD SCRBH the information in Business Associate's possession that is necessary for the CSHCD SCRBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - 4.4.1.3. At the request of the CSHCD SCRBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall 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.
 - 4.4.1.4. Business Associate record keeping procedures shall 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.

- 4.4.2. Access.
- 4.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the CSHCD SCR BH or the Individual as necessary to satisfy the CSHCD SCR BH's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- 4.4.2.2. When the request is made by the Individual to the Business Associate or if the CSHCD SCR BH asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by the CSHCD SCR BH, the Business Associate shall provide the records to the CSHCD SCR BH within ten (10) business days.
- 4.4.3. Amendment.
- 4.4.3.1. If the CSHCD SCR BH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and CSHCD SCR BH has previously provided the PHI or record that is the subject of the amendment to Business Associate, then the CSHCD SCR BH will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- 4.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the CSHCD SCR BH or as necessary to satisfy the CSHCD SCR BH's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).
- 4.5. Subcontracts and other Third-Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate'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 Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- 4.6. Obligations. To the extent the Business Associate is to carry out one or more of CSHCD SCR BH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to CSHCD SCR BH in the performance of such obligation(s).
- 4.7. Liability. Within ten (10) business days, Business Associate must notify the CSHCD SCR BH 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 the CSHCD SCR BH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

- 4.8. Breach Notification.
- 4.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from CSHCD SCR BH or Medicaid Individuals, Business Associate will take all measures required by federal or state law.
- 4.8.2. Business Associate will notify the CSHCD SCR BH HIPAA Privacy and/or Security Officer within five (5) business days by email or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- 4.8.3. Business Associate will notify the CSHCD SCR BH HIPAA Privacy and/or Security Officer within five (5) business days by email at scr bh-report@spokanecounty.org or by telephone, of any potential breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the breach, to include the following: date and time of the breach, date Breach was discovered, location and nature of the PHI, type of breach, origination and destination of PHI, Business Associate unit and personnel associated with the breach, detailed description of the breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the CSHCD SCR BH HIPAA Privacy and/or Security Officer. Business Associate will coordinate and cooperate with the CSHCD SCR BH to provide a copy of its investigation and other information requested by the CSHCD SCR BH, including advance copies of any notifications required for the CSHCD SCR BH review before disseminating and verification of the dates notifications were sent.
- 4.8.4. If CSHCD SCR BH determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a breach of unsecured PHI received from CSHCD SCR BH or involving Medicaid enrolled Individuals:
- 4.8.4.1. Requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- 4.8.4.2. Requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- 4.8.4.3. Requiring notification of the U.S. DHHS Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and

receiving and responding to the Secretary's questions or requests for additional information; and

4.8.4.4. CSHCD SCRBH will take appropriate remedial measures up to termination of this Contract.

4.9. Miscellaneous Provisions.

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

4.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

5. RELATIONSHIP OF PARTIES

5.1. In providing services under the Agreement, the Contractor is an independent Contractor. No provision of the Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

5.2. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

6. RELATIONSHIP TO INDIVIDUAL

6.1. Nothing in this Agreement is intended nor shall be deemed to create a clinical or contractual relationship between CSHCD SCRBH and any Individual, and/or their families.

7. FUNDING

7.1. The Contractor shall be reimbursed at a daily rate of Seventeen Dollars (\$17.00) for each day a currently enrolled and authorized Individual is provided services pursuant to this Agreement. Reimbursement will be made for the day the Individual is admitted, but not for the day the Individual is discharged.

7.2. The Contractor shall be reimbursed up to four (4) days per episode when Individual is not in the facility for the purpose hospitalization, stabilization, or incarceration.

7.3. Payment made under the Agreement is intended by both CSHCD SCRBH and the Contractor to be inclusive of all services provided under this Agreement, and constitute CSHCD SCRBH's only financial obligation under the Agreement irrespective of whether the cost to the Contractor of providing services exceeds that obligation.

7.4. There shall be no payment made by CSHCD SCRBH to the Contractor in the absence of a fully executed Agreement. Services provided in the absence of an executed Agreement shall be exclusively borne by the Contractor.

- 7.5. The Contractor shall ensure services are provided in the most cost effective and efficient manner possible.
- 7.6. The Contractor shall ensure that all funds provided pursuant to this Agreement and all interest earned thereby are used to support the public mental health system.
- 7.7. CSHCD SCR BH will make payment to the Contractor using the approved Raintree Claim data, as specified in Section 11, Management Information Systems.
- 7.8. CSHCD SCR BH shall pay the Contractor the amount owing under this Agreement for the claim period within thirty (30) days of receipt of the claim.
- 7.9. The Contractor shall comply with "Certifications" Exhibit A attached hereto and incorporated herein by reference.
- 7.10. Recovery of Overpayment to the Contractor. The Contractor shall not be reimbursed more than the amount described in this Agreement. If CSHCD SCR BH, or any other federal or state agency finds discrepancies in the Fee for Service Raintree claims, the Contractor may be requested to reimburse CSHCD SCR BH in accordance with 2 CFR Part 200. Additionally, CSHCD SCR BH may initiate remedial action, including recoupment with interest from funds disbursed during the current or successive Agreement period. Recoupment shall occur within seventy-five (75) days of the close of CSHCD SCR BH's fiscal year or within seventy-five (75) days of CSHCD SCR BH's receipt of the Fee for Service Raintree claims or within seventy-five (75) days of the Individual's reauthorization for services, whichever is later. If the Contractor receives a notice of overpayment, which CSHCD SCR BH shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of the notice of overpayment will result in an overpayment debt against the Contractor.
- 7.11. The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and/or contracts.
 - 7.11.1. The Contractor shall have written policies and procedures as related to accounting and internal controls.
- 7.12. The Contractor's financial management system at a minimum shall:
 - 7.12.1. Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency;
 - 7.12.2. Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after termination; and
 - 7.12.3. CSHCD SCR BH will review actual source documents during fiscal monitoring.

- 7.13. **Single Audit Act Compliance.** If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year, Exhibit C attached hereto and incorporated herein by reference. Upon completion of each audit, the Contractor shall:
- 7.13.1. Submit its audit report, including any “Management Letter” and/or all other correspondences referred to in the audit report, along with the Contractor’s response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Contractor’s fiscal year. The Contractor hereby consents to CSHCD SCRBH review of the independent auditor’s working papers, upon request by CSHCD SCRBH;
 - 7.13.2. Submit to CSHCD SCRBH contact person, listed on the cover page of this Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - 7.13.3. Follow-up and develop corrective action for all audit findings in accordance with 2 CFR Part 200, Subpart F, and prepare a “Summary Schedule of Prior Audit Findings.”

8. POLITICAL ACTIVITIES

- 8.1. No funds awarded under the Agreement shall be allowed to in any way support the cost of attempting to influence legislation and/or policy pending before any local, federal, or state legislative body, except as provided in RCW 42.17A.635.

9. RECORDS MAINTENANCE AND RETENTION

- 9.1. **Maintenance of Records.** During the term of this Agreement and for ten (10) years following termination or expiration of this Agreement, both Parties shall maintain records sufficient to:
 - 9.1.1. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by CSHCD SCRBH to ensure proper accounting for all Agreement funds and compliance with this Agreement;
 - 9.1.2. Fiscal books, records, documents, reports, and other data shall be maintained in a manner consistent with generally accepted, accounting principles and retained for a period prescribed by any applicable tolling or other statute, but in no instance, less than ten (10) years after termination of this Agreement.
 - 9.1.3. The Contractor shall provide a written Records Maintenance Policy and Procedure which will cover records storage, retention and disposition procedures. The Contractor shall also have a process in place to ensure compliance with confidentiality requirements of Mental Health program records;

- 9.1.4. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
 - 9.1.5. Maintain the content of all medical and/or clinical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §434.34 (a), 42 CFR §456.111, and 42 CFR §456.211; and
 - 9.1.6. The Contractor shall inform CSHCD, in writing, of the location of the books, records and documents required under this Agreement and shall notify CSHCD SCR BH in writing of any changes in location within ten (10) days of any such relocation.
- 9.2. **Records Retention.** During the term of this Agreement and for ten (10) years following termination or expiration of this Agreement; ten (10) years after discharge or transfer of any Individual (including electronic record); if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the ten (10) year period, whichever is later; and retain a youth or child's individual clinical record (including electronic record) for at least six (6) years after the most recent discharge, or at least three (3) years following the youth or child's eighteenth (18) birthday.
- 9.2.1. The Contractor shall maintain records sufficient to:
 - 9.2.1.1. Document performance of all acts required by law, regulation, or this Agreement;
 - 9.2.1.2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - 9.2.1.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Spokane County and all expenditures made by the Contractor to perform as required by this Agreement.
 - 9.2.2. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to Individuals in accordance with the requirements set forth in this Agreement and applicable federal and state regulations as existing or hereafter amended.
 - 9.2.3. The Contractor shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.
- 9.3. **Reviews and Evaluations**
- 9.3.1. The Contractor and its Subcontractors shall cooperate in all reviews by CSHCD SCR BH.

10. MANAGEMENT INFORMATION SYSTEM

- 10.1. The Contractor shall complete the data information forms which can be found on the CSHCD SCR BH provider web portal, or at the request of the Contractor through the CSHCD SCR BH Biller. These forms include:
- 10.1.1. Residential Individual Placement (CIP) form. This form can be used to notify the CSHCD SCR BH Utilization Management (UM) team when an Individual is admitted or discharged.
 - 10.1.1.1. For admissions, the CIP is required to be submitted within five (5) business days of the Individual's admission.
 - 10.1.1.2. For discharges, the CIP is required to be submitted within one (1) business day of Individual's discharge.
 - 10.1.2. The service activity log (SAL) form. This form is used to report the bed days for all Individuals residing in the facility that are paid with CSHCD SCR BH funds.
 - 10.1.2.1. The SAL must be submitted twice each month that lists all Individuals residing in the facility. SAL forms are due on the fifth (5th) and the twentieth (20th) day of each month. The SAL forms due on the twentieth (20th) are for the first fifteen (15) days of the month. The SAL forms due on the fifth (5th) day of the month are for the second half of the month. For example, the report for March 1-15 will be due on March 20. The report for March 16-31 will be due April 5.
 - 10.1.2.2. Valid services include the date of admission, but do not include the date of discharge.
 - 10.1.3. Residential Individual Placement, formerly the Notice of Action.
- 10.2. The Contractor will provide to CSHCD SCR BH all other data as requested.
- 10.3. The Contractor shall follow all pertinent data submission business rules as required by CSHCD SCR BH, which are outlined within the Data Dictionary.
- 10.4. The SAL must be signed by the authorized signatory as an attestation that all data submitted is complete and accurate.

11. QUALITY MANAGEMENT

- 11.1. The Contractor shall undertake quality management activities to address performance that has been identified as needing improvement. The Contractor shall cooperate with CSHCD SCR BH's Quality Improvement Team in quality management functions, including studies, surveys, and submission of reports to CSHCD SCR BH. The Contractor shall participate and assist in collecting Department data for adult and children survey activity upon request.
- 11.2. The Contractor shall inform Individuals of the possibility of being randomly identified and contacted for confidential service satisfaction surveys conducted by CSHCD SCR BH or its designee, or Division, to aid in the development of data regarding service quality issues.

- 11.3. The Contractor shall participate in the annual review of each resident, if CSHCD SCR BH funded. This review will determine if Individuals can be placed in a less restrictive setting.

12. PROGRAM INTEGRITY

- 12.1. The Contractor must ensure compliance by having written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with any applicable federal and state program integrity standards, including proper payments to providers and methods for detection of fraud, waste, and abuse.

- 12.1.1. The CSHCD SCR BH must have written policies covering the identification, processing, and recovery of any overpayment to network providers. These policies must be provided to network providers and policies must include:

- 12.1.1.1. Differentiation between accidental overpayments and intentional overpayments due to abuse, fraud, or waste;
- 12.1.1.2. Recovery methods that the CSHCD SCR BH may take;
- 12.1.1.3. Timeframes and documentation that will be utilized by both the CSHCD SCR BH and the Contractor; and
- 12.1.1.4. A process that allows network providers to notify the CSHCD SCR BH if the Contractor believes they have received an overpayment and that resolves any contractor identified overpayment in less than sixty (60) days.

12.2. Required Provisions for Contractors:

- 12.2.1. The Contractor must disclose to the CSHCD SCR BH upon contract execution, renewal, or extension, and within thirty-five (35) days after a change in ownership (42 CFR 455.104), the following information:
- 12.2.1.1. The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor (42 CFR 455.104(b)(1)(i));
- 12.2.1.2. For a corporate entity, the disclosure must include primary business address, every business location, PO Box address, and tax identification number (42 CFR 455.104(b)(1)(i) and (iii));
- 12.2.1.3. For individuals, date of birth and Social Security Number (42 CFR 455.104(b)(1)(ii));
- 12.2.1.4. If the Contractor has a five percent (5%) ownership interest in any of its Subcontractors, the tax identification number of the subcontractor(s) (42 CFR 455.104(b)(1)(iii));
- 12.2.1.5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the Contractor has a control or interest (42 CFR 455.104(b)(3));
- 12.2.1.6. Whether any person with an ownership or controlling interest is related by marriage or blood to any other person with an ownership or controlling interest;

- 12.2.1.7. Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any Subcontractor in which the Contractor has a five (5) percent or more interest (42 CFR 455.104(b)(1)(iii)); or
- 12.2.1.8. Whether the Contractor has a five percent (5%) ownership in any of its Subcontractors or is related to any person with ownership or controlling interest in a Subcontractor is related as a spouse, parent, child, or sibling (42 CFR 455.104(b)(2)).
- 12.2.2. Per 42 CFR 455.105(a), the Contractor must disclose to the CSHCD SCRBH or to the Federal Health and Human Services (HHS) Secretary, within thirty-five (35) calendar days of a request, full and complete information about:
 - 12.2.2.1. The ownership of any Subcontractor with whom they have had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000.00) during the twelve (12) month period ending on the date of the request (42 CFR 455.105(b)(1)); or
 - 12.2.2.2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any Subcontractor, during the five (5) year period ending on the date of the request (42 CFR 455.105(b)(1)).
- 12.2.3. The Contractor shall investigate and disclose to the CSHCD SCRBH, at contract execution, or renewal, and upon request of the CSHCD SCRBH, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XIX services program since the inception of those programs and who is, per 42 CFR 455.106(a):
 - 12.2.3.1. A person who has an ownership or control interest in the Contractor (42 CFR 455.106(a)(1));
 - 12.2.3.2. An agent or person who has been delegated the authority to obligate or act on behalf of the Contractor (42 CFR 455.101; 42 CFR 455.106(a)(1)); or
 - 12.2.3.3. An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the Subcontractor (42 CFR 455.101; 42 CFR 455.106(a)(2)).
- 12.3. **Staff Criminal Background Checks**
 - 12.3.1. The Contractor, per RCW 43.43.830 through 832, must require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor or Subcontractor who may have unsupervised access to children, people with developmental disabilities, or vulnerable adults.
 - 12.3.1.1. The Contractor must perform a Washington State Patrol criminal history background check prior to initial employment and every two (2) years thereafter.

12.3.1.2. The Contractor must require all employees and volunteers to sign a criminal disclosure attestation annually if a Washington State Patrol criminal history background check has not been conducted in the last year.

12.4. **Excluded Providers.** The CSHCD SCRBH and the Contractor are prohibited from paying for goods and services furnished, ordered or prescribed by excluded individuals and entities: (SSA Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). In addition, the CSHCD SCRBH and the Contractor must ensure that it does not employ or contract with anyone that is excluded from participation in federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549, or 45 CFR 92.35.

12.4.1. The Contractor must monitor for excluded individuals and entities by:

12.4.1.1. Screening the Contractor's and Subcontractor's employees, directors, officers, and partners prior to entering into a contractual or other relationship, and screening annually thereafter;

12.4.1.2. Screening individuals and entities with an ownership or control interest of at least five percent (5%) of the Contractor's equity prior to entering into a contractual or other relationship, and screening annually thereafter;

12.4.1.3. Screening individuals with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement, and screening annually thereafter;

12.4.1.4. Screening monthly newly added Contractor and Subcontractor's employees, individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract; and

12.4.1.5. Screening monthly Contractor and Subcontractor's employees, individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.

12.4.2. The Contractor must report to the CSHCD SCRBH:

12.4.2.1. Any excluded individuals and entities discovered in the screening within ten (10) business days;

12.4.2.2. Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;

12.4.2.3. Any actions taken by the Contractor to terminate relationships with Contractor and Subcontractor's employees and individuals with an ownership or control interest discovered in the screening;

12.4.2.4. Any Contractor and Subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within ten (10) business days of the Contractor becoming aware of the

- conviction;
- 12.4.2.5. Any Subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination; and
 - 12.4.2.6. Any Contractor and Subcontractor's individuals and entities with an ownership or control interest. The Contractor must provide a list with details of ownership and control no later than January 31, 2020 and notify the CSHCD SCRBH of any changes within thirty (30) calendar days.
- 12.4.3. The Contractor must not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
- 12.4.3.1. The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
 - 12.4.3.2. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to individuals (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).
- 12.4.4. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a)(1)).
- 12.4.4.1. The list of excluded individuals may be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp> and <https://www.sam.gov/portal/public/SAM/>.
 - 12.4.4.2. SSA section 1128 may be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

13. INDIVIDUAL PLACEMENT/REFERRAL

- 13.1. Individual Referral. The Contractor shall accept individual referrals from CSHCD SCRBH or its designee pursuant to the Scope of Work, Exhibit B.
- 13.2. Termination of Care by CSHCD SCRBH. CSHCD SCRBH may terminate care of an Individual or revoke eligibility for services under this Agreement by notification to the Contractor in writing. Such termination shall be effective one (1) immediately upon relocation of such Individual to another facility, or (2) thirty days from the date of written notice to the Contractor whichever occurs first.
- 13.3. Discharge of Individual by the Contractor.
 - 13.3.1. Except as specifically stated otherwise in this Agreement, all discharges shall be approved by CSHCD SCRBH. The Contractor may request in writing, permission from CSHCD SCRBH to discharge an Individual from

the Contractor's facility when:

- 13.3.1.1. The Individual's needs are in excess of services stipulated under the terms of this Agreement;
 - 13.3.1.2. Discharge of the Individual would be in the best interest of the Individual or the best interest of other Individuals, as determined by CSHCD SCR BH;
 - 13.3.1.3. The Individual needs a higher level of care.
- 13.3.2. Upon CSHCD SCR BH approval of such discharge, the Contractor shall immediately notify the Individual of the decision to discharge in writing, a copy of notification will be maintained in the Individual's file. CSHCD SCR BH shall commence action for termination or removal of the Individual to occur within thirty (30) days.
- 13.4. Emergency Discharge. Nothing set forth above in this section pertaining to termination or discharge of an Individual shall prohibit the immediate discharge of an Individual by the Contractor in an emergency with notification to CSHCD SCR BH.

14. CONTRACTOR MONITORING

- 14.1. The Contractor shall cooperate with CSHCD SCR BH or its agent in the evaluation of the Contractor's performance under the Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.17.
- 14.2. The Contractor shall provide right of access to its facilities, including those of any Subcontractor, to CSHCD SCR BH, the federal, and/or state agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. CSHCD SCR BH shall provide reasonable notice of any CSHCD SCR BH or Spokane County monitoring or evaluation, unless CSHCD SCR BH has reason to believe that Individuals are not receiving appropriate Step-Down housing in a safe environment or otherwise not in compliance with this Agreement. The Contractor shall make available to CSHCD SCR BH or the state auditor all records, books, or pertinent information which the Contractor shall have kept pertaining to the Agreement and as required by this Agreement and/or Washington law. The Contractor shall also furnish such progress reports, schedules, financial records, financial statements (including balance sheets, revenue and expense reports, and bank statements), and any other such program or fiscal data reasonably required to evaluate the performance of the Agreement.
- 14.2.1. CSHCD SCR BH may conduct a fiscal monitoring annually which may occur during or after the current contract period. The purpose of the monitoring is to document that the Contractor is fulfilling the requirements of the Agreement.
 - 14.2.2. In addition, a program monitoring may be conducted periodically to measure appropriateness of housing and any supportive services, and to determine whether the Contractor and its Subcontractors are providing service to Individuals in accordance with the requirements set forth in this

Agreement and applicable federal and state regulations as existing or hereafter amended.

- 14.3. The Contractor shall respond timely and accurately to requests from CSHCD SCRBH.
- 14.4. The Contractor agrees that CSHCD SCRBH, Office of the State Auditor, or any of their duly authorized representatives, have the authority to conduct announced or unannounced:
 - 14.4.1. Surveys;
 - 14.4.2. Audits;
 - 14.4.3. Reviews of compliance with licensing and certification requirements and compliance to this Agreement;
 - 14.4.4. Audits regarding the quality, appropriateness, and timeliness of services of the Contractor and Subcontractors; or
 - 14.4.5. Audits and inspections of financial records of the Contractor and its Subcontractors.

15. CORRECTIVE ACTION

- 15.1. The Contractor agrees that CSHCD SCRBH may initiate corrective action as outlined in paragraph 16.2. below in this section if CSHCD SCRBH determines any of the following situations exist:
 - 15.1.1. A problem that negatively impacts Individuals receiving Step-Down housing;
 - 15.1.2. The Contractor has failed to perform any of the requirements in this Agreement;
 - 15.1.3. The Contractor has failed to develop, produce, and/or deliver to CSHCD SCRBH any of the statements, records, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;
 - 15.1.4. The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of services;
 - 15.1.5. The Contractor has failed to resolve a situation identified pursuant to this section, to the satisfaction of CSHCD SCRBH within prescribed time frames;
 - 15.1.6. The Contractor has failed to implement corrective action required by CSHCD SCRBH within CSHCD SCRBH prescribed timeframes; or
 - 15.1.7. The Contractor has failed to correct or remedy violations issued by a federal or state agency including but not limited to program, licensing, or fiscal requirements.
- 15.2. Upon a finding by CSHCD SCRBH of any of the situations listed above in subsection 16.1., CSHCD SCRBH may require of or impose upon the Contractor any of the following actions:

- 15.2.1. Require that the Contractor develop and implement a CAP that resolves identified situations. CAPs shall include a brief description of the finding, the specific steps to be taken to correct the situation, a timetable for performance of specified corrective actions steps, a description of the proposed monitoring to be performed to ensure that the steps are taken, and a description of the proposed monitoring to be performed that will reflect the resolution of the situation. CAPs developed by the Contractor must be submitted to CSHCD SCR BH within thirty (30) days of receipt from CSHCD SCR BH of the notice of the situation. CSHCD SCR BH may, within its sole discretion, extend or reduce the time allowed for corrective action depending upon the nature of the situation and the existence of an emergency as determined by CSHCD SCR BH. CAPs shall be subject to approval by CSHCD SCR BH, which may accept the plan as submitted, accept the plan with specified modifications, or reject the plan;
- 15.2.2. Require modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Agreement;
- 15.2.3. Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has been achieved resolution. CSHCD SCR BH, at its sole discretion, may return a portion of all or any payments withheld once satisfactory resolution has been achieved;
- 15.2.4. Increase withholdings identified above up to and additional three percent (3%) for each successive month during which the remedial situation has not been resolved; or
- 15.2.5. Terminate this Agreement pursuant to the terms of this Agreement.
- 15.3. When imposing any of the above corrective actions, CSHCD SCR BH shall consider which action is best suited to accomplish CSHCD SCR BH's obligation to satisfactorily perform as required under this Agreement.

16. TERMINATION

- 16.1. **Termination Due to Change in Funding, Contract Renegotiation, or Contract Suspension.**
 - 16.1.1. The CSHCD SCR BH may terminate this Agreement and all Program Agreements immediately with written notice to the Contractor if the funds upon which the CSHCD SCR BH relied to establish this Agreement are: withdrawn; reduced; limited, or if additional or modified conditions are placed on such funding; or if other extraordinary funding circumstances arise. The termination shall be effective on the date specified in the notice of termination. The CSHCD SCR BH shall give the Contractor such advance written notice of termination as the notice of withdrawal, reduction, or limitation received by the CSHCD SCR BH will permit. The CSHCD SCR BH reserves the right to renegotiate the Agreement under any new funding limitations and/or conditions imposed upon the CSHCD SCR BH.
 - 16.1.2. At the CSHCD SCR BH's discretion, the Agreement may be renegotiated under the revised funding conditions.

- 16.1.3. At the CSHCD SCR BH's discretion, the CSHCD SCR BH may give notice to the Contractor to suspend performance when the CSHCD SCR BH determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
- 16.1.4. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- 16.1.5. When the CSHCD SCR BH determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to the CSHCD SCR BH informing the CSHCD SCR BH whether it can resume performance and, if so, the date of resumption. For purposes of this sub subsection, "written notice" may include email.
- 16.1.6. If the Contractor's proposed resumption date is not acceptable to the CSHCD SCR BH and an acceptable date cannot be negotiated, the CSHCD SCR BH may terminate the contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. The CSHCD SCR BH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- 16.1.7. The CSHCD SCR BH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to the CSHCD SCR BH in the event the termination option in this section is exercised.
- 16.2. **Termination for Convenience.** The CSHCD SCR BH may terminate this Agreement in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving the SCR BH at least thirty (30) calendar days' written notice addressed to the CSHCD SCR BH contact person (or to his or her successor) listed on the first page of this Agreement.
- 16.3. **Termination for Default.**
- 16.3.1. The CSHCD SCR BH may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the CSHCD SCR BH has a reasonable basis to believe that the Contractor has:
- 16.3.1.1. Failed to meet or maintain any requirement for contracting with the CSHCD SCR BH;
 - 16.3.1.2. Failed to protect the health or safety of any CSHCD SCR BH individual;
 - 16.3.1.3. Failed to perform, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement;
 - 16.3.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and
 - 16.3.1.5. Otherwise breached any provision or condition of this Agreement.

- 16.3.2. Before the CSHCD SCR BH may terminate this Agreement for default, the CSHCD SCR BH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the CSHCD SCR BH may then terminate the Agreement. The SCR BH may terminate the Agreement for default without such written notice and without opportunity for correction if the CSHCD SCR BH has a reasonable basis to believe that an Individual's health or safety is in jeopardy.
- 16.3.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the CSHCD SCR BH, if the Contractor has a reasonable basis to believe that the CSHCD SCR BH has:
- 16.3.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;
 - 16.3.3.2. Failed to perform under any provision of this Agreement;
 - 16.3.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - 16.3.3.4. Otherwise breached any provision or condition of this Agreement.
- 16.3.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide the CSHCD SCR BH with written notice of the CSHCD SCR BH's noncompliance with the Agreement and provide the CSHCD SCR BH a reasonable opportunity to correct the CSHCD SCR BH's noncompliance. If the CSHCD SCR BH does not correct the CSHCD SCR BH's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
- 16.3.5. If it is later determined that the Contractor was no in default, the termination shall be considered a termination for convenience.
- 16.4. **Termination for Failed Program Integrity.**
- 16.4.1. The CSHCD SCR BH may immediately terminate this Contract by providing the Contractor written notice if any of the following occurs:
- 16.4.1.1. Any owner of the Contractor becomes Debarred;
 - 16.4.1.2. Failure to provide accurate and timely information required by 42 CFR 455.106 (a), 42 CFR 455 Subpart E, 42 CFR 455.416 (d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor;
 - 16.4.1.3. The Contractors owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416 (a);

- 16.4.1.4. The Contractor's owners are convicted of a criminal offense related to the person's involvement with the Medicare, Medicaid or Title XXI program in the last ten (10) years, 42 CFR 455.416 (b);
 - 16.4.1.5. The Contractor has been terminated under Title XVIII of the SSA, or under any States Medicaid or CHIP program, 42 CFR 455.416 (c);
 - 16.4.1.6. Failure to comply with this a request for the Contractor or its owners, to provide to fingerprints in a form determined by CSHCD SCR BH within thirty (30) days of a request, 42 CFR 455.434 (b) (2), 42 CFR 455.416 (e), 42 CFR 455.450 (d);
 - 16.4.1.7. Failure to permit State Agency or the CSHCD SCR BH access to one of the Contractor's locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f)
 - 16.4.1.8. Or the CSHCD SCR BH determines that the Contractor has falsified any information provided to the CSHCD SCR BH, 42 CFR 455.16 (g).
- 16.5. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- 16.5.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of Individuals, distribution of property, and termination of services.
 - 16.5.2. The Contractor shall promptly deliver to the CSHCD SCR BH contact person (or to his or her successor) listed on the first page of this Agreement, all CSHCD SCR BH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return CSHCD SCR BH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the CSHCD SCR BH that is in the possession of the Contractor pending return to the CSHCD SCR BH.
 - 16.5.3. The CSHCD SCR BH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The CSHCD SCR BH may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by the CSHCD SCR BH.
 - 16.5.4. If the CSHCD SCR BH terminates this Agreement for default, the CSHCD SCR BH may withhold a sum from the final payment to the Contractor that the CSHCD SCR BH determines is necessary to protect the CSHCD SCR BH against loss or additional liability. The CSHCD SCR BH shall be entitled to all remedies available at law, in equity, or under this Agreement due to the Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in

equity, or under this Agreement except as to the limitations set forth in the section entitled "Lawsuits".

16.5.5. Upon termination of this Agreement, the CSHCD SCRBH will conduct financial monitoring as necessary to determine if any monies are due to the Contractor or refunds due back to the CSHCD SCRBH under this Agreement.

16.5.5.1. If the Agreement is terminated, as soon as practicable and reasonable but not less than fifteen (15) days prior to termination, the Contractor shall inform all recipients of the Contractor's services, individuals of the Contractor, Subcontractors of the Contractor, or other who may act in reliance on the Agreement, or who may be affected by such termination. The CSHCD SCRBH has no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.

16.5.5.2. Provided that thirty (30) days or more notice is given to the Contractor of termination of the Agreement, prior to the effective date of termination of the Agreement, the Contractor shall ensure the transfer and/or appropriate discharge of any individuals who are receiving services from the Contractor or the Contractor's Subcontractor at the time notice of termination is given. The Contractor shall provide services as necessary until such transfer is completed. This section shall survive expiration or earlier termination of the Agreement.

17. ADJUSTMENTS TO PAYMENTS UPON TERMINATION

17.1. Upon termination of the Agreement, CSHCD SCRBH may conduct whatever financial monitoring is necessary to determine if any monies are due to the Contractor or refunds due back to CSHCD SCRBH under this Agreement.

18. INFORMING INDIVIDUALS OF TERMINATION

18.1. If the Agreement is terminated upon at least thirty (30) days' notice, within no less than thirty (30) days prior to termination, the Contractor shall inform all recipients of the Contractor's services, Individuals of the Contractor, Subcontractors of the Contractor, or others who may act in reliance on the Agreement, or who may be affected by such termination. CSHCD SCRBH has no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.

19. TRANSFER OF INDIVIDUALS

19.1. Provided that thirty (30) days' notice is given to the Contractor of termination of the Agreement, prior to the effective date of the termination of the Agreement, Contractor shall ensure any Individuals who are receiving Step-Down housing from the Contractor or the Contractor's Subcontractor at the time notice of termination is given. The Contractor shall provide services as necessary until such transfer is completed. CSHCD SCRBH shall compensate the Contractor for Individuals remaining at the Contractor's facility, pursuant to the terms of this

Agreement, until the transfer or termination is complete, whichever occurs first.

20. DISPUTE RESOLUTION

- 20.1. The Contractor and CSHCD SCR BH will work together in good faith to resolve any disputes relating to this Agreement. If the Parties are unable to resolve a dispute relating to this Agreement, the dispute may be submitted to mediation. Upon request by either Party to the other for mediation, the Parties shall agree upon a mediator. If a mediator cannot be agreed upon within thirty (30) days of the date of the request for mediation, each Party shall name an independent representative and the two (2) named representatives shall choose a mediator. Once a mediator is chosen, he/she shall have the authority to conduct the mediation within his/her discretion using as a guide the Model Standards of Conduct for Mediators of the American Arbitration Association. The Parties to this Agreement shall share the cost of mediation equally.
- 20.2. Mediation shall be a condition precedent to other formal dispute resolution processes and/or litigation. If a good faith attempt at resolving the dispute through mediation is unsuccessful, either Party may request that the dispute be submitted to arbitration or otherwise pursue relief in a court of competent jurisdiction, subject to Section 22.4. below.
- 20.3. In any dispute that is not resolved by mediation as described above herein, each Party shall pay its own costs and expenses, including attorney's fees incurred in connection therewith, in preparation therefore and on appeal therefrom and in any bankruptcy proceeding related thereto.
- 20.4. Any action at law, suit in equity or other proceeding for the enforcement of the Agreement, or any portion hereof, shall be instituted and maintained only in Spokane County, Washington.

21. CONTRACT AMENDMENTS

- 21.1. Except as provided otherwise herein, this Agreement may be altered only in writing by an executed Amendment to this Agreement to which all Parties consent.
- 21.2. The Contractor hereby acknowledges that this Agreement is subject to all federal statutes, federal regulations, RCW's, and WAC's applicable to this Agreement. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of federal and state laws and regulations and/or policy guideline. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.

22. INSURANCE AND INDEMNITY

- 22.1. Indemnification:
- 22.1.1. The Contractor is an independent contractor and not the agent or employee of Spokane County. No liability shall attach to Spokane County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.

- 22.1.2. The Contractor agrees to defend, indemnify, and hold Spokane County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Spokane County, their agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Spokane County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall include, as to all claims, demands, losses and liability to which it applies, Spokane County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.
- 22.1.3. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
- 22.1.4. The Contractor further agrees that this duty to indemnify Spokane County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Contractor for liability for injuries to the Contractor's workers and employees, and the Contractor hereby waives any such immunity for the purpose of this duty to indemnify Spokane County.
- 22.1.5. SPOKANE COUNTY AND THE CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. The Contractor's duties under this section shall survive expiration or earlier termination of the agreement.
- 22.2. Insurance.
- 22.2.1. The Contractor shall furnish and maintain all insurances as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence of all required insurance, policy endorsement, and bonding is provided to Spokane County. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall

consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the Agreement is executed. The insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the Agreement is executed. The policy shall be endorsed, and the certificate shall reflect that Spokane County is an additional named insured on the Contractor's general liability policy with respect to activities under the Agreement. The policy shall provide, and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 22.2.1.1. Self-insurance through the Washington State Risk Pool for Washington State Government Agencies is sufficient to meet the insurance and indemnification requirements.
- 22.2.2. The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Spokane County shall be excess and not contributory insurance to that provided by the Contractor.
- 22.2.3. The Contractor shall not commence work, nor shall the Contractor allow any Subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.
- 22.2.4. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion. Alternatively, Spokane County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). Spokane County may offset the cost of such insurance against payment due to the Contractor under the Agreement.
- 22.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.
- 22.2.6. **REQUIRED COVERAGE:** The Contractor shall carry for the duration of this Agreement, insurance as set forth below:
 - 22.2.6.1. **General Liability Insurance:** Commercial General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) Per Occurrence with no deductible; General Aggregate Two Million Dollars (\$2,000,000.00). The policy shall include general liability arising out of promises, operations, independent contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.

- 22.2.6.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, its' Officers, Agents and Employees are Named Additional Insured".
 - 22.2.6.3. Proof of Automobile Insurance: Comprehensive automobile liability coverage of One Million Dollars (\$1,000,000.00), for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be cancelled, materially changed, or renewed without forty-five (45) days written notice thereto to Spokane County.
 - 22.2.6.4. Workers Compensation: When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing its Contractor's State Industrial Account Identification number.
 - 22.2.6.5. Professional Liability Insurance: Professional Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three Million Dollars (\$3,000,000.00) aggregate covering Spokane County.
- 22.3. Waiver of Subrogation. CSHCD SCR BH shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of CSHCD SCR BH, its agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. The Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

23. ASSIGNMENT OF CONTRACT

- 23.1. The Contractor shall not assign this Agreement for any reason without prior written consent of CSHCD SCR BH, nor delegate any of its duties hereunder except as otherwise provided in this Agreement. This Agreement may be freely assigned by CSHCD SCR BH to any successor or affiliate of CSHCD SCR BH.

24. SUBCONTRACTING

- 24.1. The Contractor shall not enter into any subcontract for services provided pursuant to this Agreement without the express written permission of CSHCD SCR BH, which may be withheld in the sole and absolute discretion of CSHCD SCR BH, except in situations where Individual safety is directly impacted. Subcontractors shall fulfill the requirements that are appropriate to the service or

activity delegated under the subcontract, and the subcontract shall contain provisions that impose on the Subcontractor all of the obligations and responsibilities of the Contractor under this Agreement. Subcontracts shall also specify all duties and responsibilities under this Agreement that are delegated. No subcontract shall terminate the legal responsibility of the Contractor to CSHCD SCR BH to assure all activities under this Agreement are accomplished.

- 24.2. The Contractor shall oversee, be accountable for, and monitor all functions and responsibilities delegated to a Subcontractor. The Contractor shall conduct an evaluation of the prospective Subcontractor's ability to perform the delegated activities and shall retain a written memorandum of said evaluation. If the Contractor identifies any deficiencies or areas in need of improvement, the Contractor and Subcontractor shall take and document corrective action.
- 24.3. All subcontracts shall be in writing and shall contain the following requirements at a minimum:
- 24.3.1. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the subcontract;
 - 24.3.2. Provide certification to the Contractor that the Subcontractor is able to perform their duties under contract;
 - 24.3.3. All Subcontractors shall, no later than the time of execution of the subcontract, sign the Certifications, Exhibit A attached hereto and incorporated herein by reference. A copy of all Certifications signed by Subcontractors shall be provided to CSHCD SCR BH by the Contractor upon request of CSHCD SCR BH;
 - 24.3.4. Subcontracts must require compliance with federal and state non-discrimination policies, HIPAA of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA), 45 CFR, Parts 160, 162, 164, 42 CFR Part 431, the Washington Uniform Health Care Information Act, RCW 70.02, 70.24, 71.05, and 71.34, to the extent applicable; and
 - 24.3.5. Subcontracts must require Subcontractor comply with utilization control requirements consistent with CFR, including 42 CFR 456 and general contract requirements consistent with 42 CFR 434.6, and 42 CFR 456.21.
- 24.4. During the performance of this Agreement, the Contractor shall give CSHCD thirty (30) days written notice prior to termination of any sub-contract(s) entered into pursuant to this section where practicable.

25. ORDER OF PRECEDENCE

- 25.1. The Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of the Agreement shall be construed to conform to those laws.
- 25.2. In the event of any conflict in the terms of the Agreement or between its terms and any applicable statute or rule, the conflict shall be resolved by giving precedence in the following order:
- 25.2.1. Applicable Federal and State Statutes and Regulations; and
 - 25.2.2. Express terms of this Agreement and any amendments.

26. WARRANTIES AND ASSURANCES

- 26.1. Each Party warrants that it has the necessary power and authority to enter into this Agreement. The Contractor further certifies that the Contractor and its Subcontractors if any are able to perform their duties under the Agreement.
- 26.2. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by a federal department or agency. If requested by CSHCD SCR BH, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Any Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion pertaining to this Agreement shall be incorporated into this Agreement by reference.
- 26.3. The Contractor certifies that it is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- 26.4. No later than the execution of the Agreement, the Contractor shall sign and return to CSHCD SCR BH the following Certifications, Exhibit A attached hereto and incorporated herein as though fully set forth:
- 26.4.1. Certification of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended;
 - 26.4.2. Certification of Compliance with the Civil Rights Act of 1964, as Amended;
 - 26.4.3. Certification of Compliance with the Drug Free Workplace Act of 1988;
 - 26.4.4. Certification Regarding Debarment, Suspension and Other Responsibility Matters; and
 - 26.4.5. Certification Regarding Lobbying.

27. DELIVERABLES

- 27.1. The Contractor shall be responsible for meeting the following deliverables, as well as others identified in this Agreement, unless otherwise exempted in this Agreement or by written notification of exemption by CSHCD SCR BH:

Document	Due Date
CSHCD SCR BH defined Account Detail List	Ten (10) days after the end of the month in which services were provided
Certificates of Insurance	Upon execution of this agreement and within five (5) days of renewal of coverage
Subcontracts and supporting documentation	Upon execution of CSHCD SCR BH approval of Subcontract
All Contractor licenses	Upon Agreement execution and within five (5) days of renewal of licenses
Background checks	Upon request, within thirty (30) days of receipt of completed background check of CSHCD SCR BH
Drug Free Workplace Policy	Within thirty (30) days of Agreement

	Execution
Critical incidents	Per this Agreement
Scope of Work Deliverables	As directed by the Scope of Work
Certifications	Upon execution of Agreement
Change of Records Storage	Within thirty (30) days, provide in writing storage location. Upon relocation, notify in writing within ten (10) days
Written financial policies and procedures	Available upon request
Fraud and Abuse Policy and Procedure	Available upon request
Maintenance of Records and Records Retention Policy and Procedure	Upon execution of Agreement
Audits or reviews by other entities	Notification of audit or reviews must be made immediately upon arrival of external agency or within thirty (30) days of receipt of notification of an upcoming review/audit. Copies of any review/audit or findings from said audit/review is required to be turned in to CSHCD SCR BH within twenty (20) days.
A CSHCD SCR BH defined service activity log (SAL), that is signed by the authorized signatory	Twice per month; the 5 th and 20 th of each month
Monthly Contract Compliance Report	Due no later than the 20 th of month following services and must be emailed to SCR BHcontracts@spokanecounty.org.

28. CRITICAL INCIDENT REPORTING

- 28.1. The Contractor shall submit an individual Critical Incident report to CSHCD SCR BH funded Individuals in step-down housing for the following incidents:
- 28.1.1. Homicide or attempted homicide by an Individual in services.
 - 28.1.2. A major injury or trauma that has the potential to cause prolonged disability or death, or the unexpected death of an Individual that occurs in a facility licensed by state of Washington to provide publicly funded Behavioral Health services.
 - 28.1.3. An unexpected death of an Individual that occurs in step-down housing.
 - 28.1.4. Abuse, neglect or exploitation of an Individual.
 - 28.1.5. Violent acts allegedly committed by an Individual to include:
 - 28.1.5.1. Arson.
 - 28.1.5.2. Assault resulting in serious bodily harm.
 - 28.1.5.3. Homicide or attempted homicide by abuse.
 - 28.1.5.4. Drive-by shooting.
 - 28.1.5.5. Extortion.

- 28.1.5.6. Kidnaping.
- 28.1.5.7. Rape, sexual assault or indecent liberties.
- 28.1.5.8. Robbery.
- 28.1.5.9. Vehicular homicide.
- 28.1.6. Any event involving an Individual that has attracted or is likely to attract media attention.
- 28.1.7. The Contractor shall report Critical Incidents within one business day in which the Contractor becomes aware of the event. The report shall include:
 - 28.1.7.1. The date the Contractor becomes aware of the incident;
 - 28.1.7.2. The date and time of the incident;
 - 28.1.7.3. A description of the incident;
 - 28.1.7.4. The name of the facility where the incident occurred, or a description of the incident location;
 - 28.1.7.5. The name(s) and age(s) of Individuals involved in the incident;
 - 28.1.7.6. The name(s) and title(s) of facility personnel or other staff involved;
 - 28.1.7.7. The name(s) and relationship(s), if known, of other persons involved and the nature and degree of their involvement;
 - 28.1.7.8. The Individual's location at the time of the report if known (i.e. home, jail, hospital, unknown, etc.) or actions taken by the Contractor to locate the Individual;
 - 28.1.7.9. Actions planed or taken by the Contractor to minimize harm resulting from the incident; and
 - 28.1.7.10. Any legally required notifications made by the Contractor.
- 28.1.8. The Contractor shall report Critical Incidents to CSHCD SCRBH using the secure fax line (509-477-6204) or via email at SCRBHIncidentReport@spokanecounty.org.
- 28.1.9. The Contractor shall submit follow-up reports using the Incident Reporting form, included in Exhibit C, and close the case within forty-five (45) calendar days after the Critical Incident was initially reported. A case cannot be closed until the following information is provided:
 - 28.1.9.1. A summary of any debriefings;
 - 28.1.9.2. Whether the Individual is in custody (jail), in the hospital or in the community;
 - 28.1.9.3. Whether the Individual is receiving services and include the types of services provided, if known;
 - 28.1.9.4. If the Individual cannot be located, the steps the Contractor has taken to locate the Individual using available, local resources; and

- 28.1.9.5. In the case of the death of an Individual, verification from official sources that includes the date, name and title of the sources. When official verification cannot be made, the Contractor shall document all attempts to retrieve it.
- 28.2. **Comprehensive Review:** CSHCD SCR BH may initiate a comprehensive review of an incident.
 - 28.2.1. The Contractor must fully cooperate with any investigation initiated by the CSHCD SCR BH and provide any information requested by the CSHCD SCR BH within the timeframes specified within the request.
 - 28.2.2. If the Contractor does not respond according to the timeframe in its request, the CSHCD SCR BH may obtain information directly from any involved party and request their assistance in the investigation.
 - 28.2.4. CSHCD SCR BH may also investigate or may require the Contractor to review incidents that involve Individuals who are receiving services from the Contractor.
- 28.3. **Incident Review and Follow-up:** The Contractor will review and follow-up on all incidents reported. The Contractor must report all incidents on the CSHCD SCR BH provided incident report form, and will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:
- 28.4. **Handling of Individual Identifying Information.** Individual identifying information may be copied, disclosed to, or removed from the Contractor's premises for audit and evaluation of critical incidents by any person who:
 - 28.4.1. Agrees in writing to:
 - 28.4.1.1. Maintain the individual identifying information in accordance with the security requirement provided in 42 CFR§2.16;
 - 28.4.1.2. Destroy all the individual identifying information upon completion of the audit or evaluation; and
 - 28.4.1.3. Comply with the limitation on disclosure and use in 42 CFR §2.16(d).
- 28.5. The Contractor shall notify the following agencies or any others when required by law:
 - 28.5.1. Adult Protective Services;
 - 28.5.2. Child Protective Services;
 - 28.5.3. Department of Health;
 - 28.5.4. Local Law Enforcement; and/or
 - 28.5.5. Washington State Patrol.

29. MEDIA CONTACT

- 29.1. Media Contact is any interaction with a media representative, including face to face conversations, telephone calls, emails, faxes or letters that is likely to result in media coverage of any nature relating to the provision of mental health services.
- 29.2. Reporting Requirements:
- 29.2.1. All media contacts, whether the result of a critical incident or simply an inquiry for information shall be reported via telephone within one (1) working day of the contact, to the CSHCD SCR BH Director, CSHCD SCR BH Assistant Director, CSHCD SCR BH Incident Manager (only if a critical incident), or designee.
 - 29.2.2. Within two (2) business days, the Contractor will complete the CSHCD SCR BH Media Reporting form and send it via fax to (509) 477-6204 to the attention of the CSHCD SCR BH Assistant Director. The information reported will include the following:
 - 29.2.2.1. The date of report via telephone to CSHCD SCR BH;
 - 29.2.2.2. Name of the reporter and media agency; and
 - 29.2.2.3. A summary of the topic discussed and any media links, if applicable, with sufficient narrative to understand the nature of the media contact.
 - 29.2.3. In addition, the Contractor must identify on the Monthly Contract Compliance Report of any media contact.

30. FRAUD, WASTE, AND ABUSE PREVENTION

- 30.1. Fraud, Waste, and Abuse. Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable federal or state law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.
- 30.1.1. The Contractor's Fraud, Waste, and Abuse program shall have procedures for the following requirements:
 - 30.1.1.1. Provision of detailed information, ongoing training and education, to employees and subcontractors regarding fraud, waste, and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act including information regarding the rights of employees to be protected as whistleblowers;
 - 30.1.1.2. Written policies, procedures, and standards of conduct requiring that the Contractor and the Contractor's officers, employees, agents and Subcontractors are in compliance with the requirements of this section and articulate the Contractor's

- commitment to comply with all applicable federal and state standards;
- 30.1.1.3. Enforcement of standards through well-publicized disciplinary guidelines;
 - 30.1.1.4. Internal monitoring and auditing of the Contractor and providers;
 - 30.1.1.5. Provisions for prompt responses to detected offenses and development of corrective action initiatives;
 - 30.1.1.6. Provision for full cooperation with any federal or state agency investigation including promptly supplying all data and information requested for their investigation;
 - 30.1.1.7. Report fraud, waste, and/or abuse information to the Director and Assistant Director of CSHCD SCR BH as soon as it is discovered to include the source of the complaint, the involved Individual(s), nature of the fraud, waste, or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.

31. NOTICE

- 31.1. Any notices required in accordance with any of the provisions herein shall be delivered personally or send by registered or certified mail to:

CSHCD: **Assistant Director**
 Spokane County Community Services, Housing, and Community
 Development Department
 312 West 8th Avenue, Fourth Floor
 Spokane, WA 99204

With a copy to: **Director**
 Spokane County Community Services, Housing, and Community
 Development Department
 312 West 8th Avenue, Fourth Floor
 Spokane, WA 99204

Contractor: **Peter LaPlante**
 LaPlante Rentals
 1724 W. Mallon Avenue
 Spokane, WA 99201

- 31.2. The Contractor shall maintain electronic mail access and contact during the regular business hours of management staff associated with the performance of contractual obligations under the Agreement.

32. CSHCD SCR BH IDENTIFICATION

- 32.1. The Contractor shall include identification of CSHCD SCR BH funding on all printed materials, such as books, reports, pamphlets, brochures, posters and articles, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under the Agreement.

33. NO WAIVER OF RIGHTS

- 33.1. No employee of CSHCD SCR BH or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of the Agreement.
- 33.2. The waiver of any breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.
- 33.3. The failure of CSHCD SCR BH or the Contractor to enforce any of the terms or covenants of the Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of CSHCD SCR BH or the Contractor to enforce each and every term of the Agreement.

34. MISCELLANEOUS

- 34.1. There shall be no Agreement between the Parties until a fully executed document is signed by the authorized representative(s) of CSHCD SCR BH and the Contractor and is delivered to the Contractor, pursuant to the Notice section of this Agreement. This Agreement is the complete expression of the terms agreed to. Any oral representations or understandings not incorporated herein are excluded and form no part of this Agreement.
- 34.2. If any part, term or provision of the Agreement is held by a court to be illegal or invalid, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid portion.
- 34.3. Any exhibits, attachments, or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.
- 34.4. The Contractor agrees to execute, acknowledge, and deliver upon reasonable request by CSHCD SCR BH any document, which CSHCD SCR BH reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 34.5. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 34.6. Unless otherwise specified, in calculating any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or CSHCD SCR BH holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 34.7. Time is of the essence of this Agreement.
- 34.8. This Agreement shall be interpreted as having been drafted jointly by all Parties hereto.

- 34.9. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

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BEHAVIORAL HEALTH SERVICES AGREEMENT**EXHIBIT A****CERTIFICATIONS**

1. **CERTIFICATION OF COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990:** I affirm that I have read and fully understand the applicable portions of the Americans with Disabilities Act of 1990. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
2. **CERTIFICATION OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:** I affirm that I have read and fully understand the applicable portions of Section 504 of the Rehabilitation Act of 1973, as amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
3. **CERTIFICATION OF COMPLIANCE WITH THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:** I affirm that I have read and fully understand the applicable portions of The Civil Rights Act of 1964, As Amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
4. **CERTIFICATION OF COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT OF 1988:** I affirm that I have read and fully understand the applicable portions of The Drug Free Workplace Act of 1988. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
5. **CERTIFICATION REGARDING LOBBYING**
 - 5.1. The undersigned certifies, to the best of his or her knowledge and belief that:
 - 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 5.1.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned agrees to complete and submit Standard Form=LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
- 6.1. The agency certifies to the best of its knowledge and belief that it, its employee's and individuals or entities with an ownership or control interest:
- 6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 6.1.2. Have not within a three (3) year period preceding this contract agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b), of this certification.
- 6.1.4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 6.2. By signing below, the agency certifies that debarment status for each employee, all new employees and all individuals or entities with an ownership or control interest has been verified at <http://exclusions.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/> and that each employee, any new employees and all individuals or entities with ownership or control interest have been checked monthly against the monthly supplement available at http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

7. VERIFICATION OF 2 CFR PART 200 AUDIT

- 7.1. The undersigned certifies, to the best of his or her knowledge and belief that the Contractor is either required or not required to procure the below mentioned audit, per the contract which reads:

“If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.”

8. VERIFICATION OF WORKMAN’S COMPENSATION COVERAGE

- 8.1. The undersigned certifies, to the best of his or her knowledge and belief that the State Industrial Account Identification Number listed below is assigned to the Contractor and that the coverage is in effect, per the contract which reads:

“When the Contractor has employees of the company, the Contractor shall carry Worker’s Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor’s Certificate of Insurance or by providing its Contractor’s State Industrial Account Identification number.”

9. CERTIFICATION REGARDING SUBCONTRACTORS

- 9.1. Subcontracts must be in writing and the Contractor must submit copies of all subcontracts to perform any function under this agreement, to the SCRBHO within thirty (30) calendar days of execution of the Agreement. Subcontracts must specify all duties, responsibilities, and reports delegated under this Agreement and require adherence with all federal and state laws that are applicable to the Subcontractor.
- 9.2. The Contractor shall not contract with any subcontractors that are excluded or disqualified from participating in federal assistance programs. The Contractor must verify that the agency they intend to Contract with is not excluded or disqualified.
- 9.3. The undersigned certifies that he/she has provided the SCRBHO with a current list of active subcontracts for services under this agreement, that the agency has monitored these subcontractors, and will notify the SCRBHO in writing should it enter into any other subcontracts for services during the term of this agreement.

10. CERTIFICATION REGARDING STAFF CREDENTIALING INCLUDING RE-CREDENTIALING, LICENSING, BACKGROUND CHECKS, CONFLICT OF INTEREST ATTESTATIONS, AND DUTY TO WARN AFFIDAVITS

- 10.1. The undersigned certifies that the agency has both a credentialing and re-credentialing policy. Agency policies on credentialing and re-credentialing must include, at a minimum:
- 10.1.1. Annual verification that staff, licensed through the Washington State Department of Health (DOH), have license(s) that are active and in good standing;

- 10.1.2. Verification that all applicable staff have either had an annual background check or signed a Criminal Disclosure Attestation (see outlined requirements listed in the Program Integrity section of your contract);
- 10.1.3. Verification that all applicable staff have signed an annual Conflict of Interest Attestation;
- 10.1.4. Verification that all applicable staff have signed an annual Duty to Warn Affidavit;
- 10.1.5. The process by which the Contractor will ensure it completes credentialing and re-credentialing in a timely manner and in a timeframe, to ensure staff is not providing services before being compliant with the certifications above.

10.2. The undersigned certifies that the agency has completed the credentialing and re-credentialing process, as outlined above, on all applicable agency staff and that all agency staff are currently credentialed as outlined above.

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of the laws and regulations listed above and that the information provided is accurate. I understand that a false statement on this certification may be grounds for termination of the contract agreement.

Are you required to obtain a 2 CFR Part 200 audit? Yes No *

***If you are not required to obtain a 2 CFR Part 200 audit you are then required to obtain an Independent Audit.**

When does the agencies fiscal year begin? ___/___/_____

When does the agencies fiscal year end? ___/___/_____

Does the agency subcontract for any of the services authorized under this agreement?
 No Yes* *If yes, please list the provider names below:

The agencies State Industrial Account Number is: _____

DATE: _____

 Agency Name

 Title

 Printed Name

 Signature

BOARDING HOME FACILITY SERVICES AGREEMENT

EXHIBIT B

SCOPE OF WORK

STEP DOWN HOUSING

1. GENERAL DESCRIPTION

- 1.1. The Contractor will provide supervised Step-Down housing from a boarding home (BH), an inpatient facility, or from the community, to promote recovery and independence for Individuals receiving Spokane County Community Services Housing, and Community Development (CSHCD) Department, dba Spokane County Regional Behavioral Health (SCRBH) behavioral health services.
- 1.2. The Step-Down option for an Individual with a mental health diagnosis provides the following:
 - 1.3.1. A safe semi-independent environment that supports individual stabilization and independence in order to prevent psychiatric hospitalizations and to develop independent living skills.
 - 1.3.2. An environment based on recovery principals and planned/scheduled activities utilizing local resources.
 - 1.3.3. An active environment that promotes Individual movement / transition in measurable steps outlined in facility charting and mental health care provider (MHCP) treatment plans.
- 1.4. The Contractor must provide for the following:
 - 1.4.1. Immediately contact the behavioral health provider when an Individual is refusing to take their medication in order to facilitate a timely intervention. This intervention could include rapid referral to Frontier Behavioral Health's mobile community assertive treatment (MCAT), evaluation and treatment facilities (E&T), and/or crisis stabilization facilities for Individuals who are decompensating.
 - 1.4.2. The Contractor will review on monthly basis, those Individuals in CSHCD SCRBH funded beds in their respective facilities who would be clinically appropriate for transition to independent living.

2. ELIGIBILITY

- 2.1. An Individual's eligibility to reside in Step Down housing shall be determined by the CSHCD SCRBH or its designee. An eligible Individual shall:
 - 2.1.1. Be eighteen (18) years of age or older;
 - 2.1.2. Be engaged in behavioral health services;
 - 2.1.3. Meet the criteria for chronically mentally ill persons;

- 2.1.4. Require supervision and/or assistance with medication management, and further development of daily living skills and maintaining personal hygiene; and
- 2.1.5. Meet other medical necessity criteria for Step Down housing services as determined by the CSHCD SCRBH or its designee.
- 2.2. Pursuant to Washington Administrative Code (WAC) 388-78A-2060, 2070, 2080, and 2090, the Individual will have a completed pre-admission assessment prior to moving in to the Step-Down unit, with the exception of emergency conditions which allow for the pre-admission assessment to be completed within five (5) days post Individual move in.
- 2.3. Step Down housing is funded through the CSHCD SCRBH is not intended to be a lifelong obligation. The expectation is for Individuals to transition towards less restrictive settings and ultimately independent living when clinically appropriate.

3. STEP DOWN CRITERIA FOR PLACEMENT

- 3.1. Criteria for an Individual to be placed in Step Down housing:
 - 3.1.1. Performs activities of daily living (ADL) without assistance;
 - 3.1.2. Requires supervision and cueing for compliance with medication;
 - 3.1.3. Knowledge of public transportation (PT) and/or ability to utilize PT with appropriate training;
 - 3.1.4. Symptomology and/or personality traits interfere with ability to live independently and require continued monitoring;
 - 3.1.5. Ability to prepare own meals and budget for a limited income with appropriate training; and
 - 3.1.6. Has a supportive recovery environment and demonstrated interpersonal skills necessary to live with others.
- 3.2. Authorization
 - 3.2.1. An initial authorization request will be submitted to the CSHCD SCRBH or its designee prior to the move to Step Down housing. If the movement is from an Assisted Living Facility (AFL) to the Step-Down unit for individual stabilization, authorization will not be required when movements are not longer than seven (7) days.
- 3.3. Re-authorization Criteria for Step Down housing:
 - 3.3.1. Continues to meet the criteria listed in Section 2.1. and requires additional time to master one (1) or more functional life skills in order to achieve independent housing;
 - 3.3.2. Does not meet criteria for a higher level of care; and
 - 3.3.3. Is reasonably expected to move toward independent housing within six (6) months.
- 3.4. Discharge Criteria.
 - 3.4.1. The Individual has demonstrated mastery of independent living skills to the degree to which the Individual no longer needs assistance or training;

- 3.4.2. The Individual's current presentation of mental health symptomology is reasonably expected to allow the Individual to function independently; and
- 3.4.3. Notification to the CSHCD SCR BH, its designee, of all Individual admissions and discharges as soon as possible, but no later than three (3) working days in addition to any other reporting requirements according to this Agreement's Management Information System Section.
- 3.5. The Contractor shall provide the following for Individuals placed in Step Down units:
 - 3.5.1. Provide housing and assume general responsibility for the safety and well-being of each Individual, consistent with the Individuals assessed needs and negotiated service agreement;
 - 3.5.2. Providing a safe, clean, and comfortable environment for each Individual, including personal living quarters and all other individual accessible areas of the building unit;
 - 3.5.3. Utilization/Resource Management. Referral of prospective Individuals to Step Down housing shall be at the discretion of the CSHCD SCR BH or its designee. The Contractor shall be responsible for working in cooperation with the CSHCD SCR BH and its designee, the Individual, and the case manager/therapist to ensure Individuals have access to appropriate individual care; and
 - 3.5.4. Data Requirements. Data will be provided to the CSHCD SCR BH based on authorization, individual address, and service provided each day that Individual is in a Step-Down unit.

4. LOCATION OF STEP-DOWN UNITS

- 4.1. Upon execution of the Agreement, the Contractor shall provide to CSHCD SCR BH the list of Step-Down facilities including each facility's address and the number of units in each facility.

5. MAINTENANCE OF EXISTING SITES

- 5.1. The Contractor shall be required to maintain the buildings (houses/apartments) in good repair to ensure safety and comfort of the Individual and provide proof of insurance upon execution of contract.
- 5.2. The Contractor shall notify the CSHCD SCR BH within ninety (90) days prior of moving and/or closing any Step-Down facilities.

6. PERFORMANCE GOALS

- 6.1. The CSHCD SCR BH will monitor the following expected outcomes:
 - 6.1.1. Number of Individuals who were transitioned to independent living; and
 - 6.1.2. Number of Individuals who were transitioned back to a higher level of care.

- 6.2. It is expected that this level of care will not yield an increase in hospitalizations, and that Individuals will maintain and move towards a higher level of independence.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT C

CD CONTENTS

Access to Care Standards for ASO's
CSHCD SCRBH Consent Form for Disclosures
CSHCD SCRBH Data Dictionary
DSHS 7.20 Policy
Data Security Requirements
Definitions
Incident Report Form
Monthly Contract Compliance Report
Service Encounter Reporting Instructions (SERI)
SERI Service Code Matrix