SJC Agreement No.
11HC.004

NORTH SOUND
MENTAL HEALTH ADMINISTRATION

INTERAGENCY AGREEMENT

WITH

SAN JUAN COUNTY

CONTRACT #NSMHA-SAN JUAN-ADMIN-11

JANUARY 1, 2011 TO DECEMBER 31, 2011
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INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT (the “Agreement”), pursuant to Chapter 71.24 RCW and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND REGIONAL SUPPORT NETWORK, dba THE NORTH SOUND MENTAL HEALTH ADMINISTRATION (“NSMHA”), 117 North 1st Street, Suite 8, Mount Vernon, Washington 98273, and SAN JUAN COUNTY (“CONTRACTOR”), PO Box 1146, Eastsound, WA 98245-1146.

This Agreement incorporates the Agreement’s Exhibits and Attachments to the Agreement and other documents incorporated by reference.

The effective date of this Agreement is January 1, 2011, through December 31, 2011.

A. DEFINITIONS

As used anywhere within this Agreement, Exhibits or Attachments, the following terms have the indicated meanings:

7.01 Plan: NSMHA Board approved plan, which outlines NSMHA’s commitment to planning and service delivery for American Indian governments and communities.

Access to Care Standards: Department of Behavior Health and Recovery’s Minimum Eligibility Requirements for Medicaid Adults & Medicaid Older Adults Guidelines reflect the most restrictive eligibility criteria that can be applied. NSMHA may expand coverage based on availability of local resources.

Accountability: Responsibility of CONTRACTOR for achieving defined outcomes, goals, and contract obligations.


Administrative costs: Costs for the general operation of the public mental health system. These activities cannot be identified with a specific direct or direct services support function.

Administrative Policy No. 7.01: DSHS policy dated November 1, 1987, that states the Department’s commitment to planning and service delivery for American Indian governments and communities.

Adult who has a Chronic Mental Illness: An adult who has a mental disorder and meets at least one of the following criteria:

- Has undergone two or more episodes of hospital care for a mental disorder within the preceding two years;
- Has experienced a continuous psychiatric hospitalization or residential treatment exceeding six months’ duration within the preceding year; or
- Has been unable to engage in any substantial gainful activity by reason of any mental disorder, which has lasted for a continuous period of not less than 12 months.
Advance Directive: A written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of health care (including mental health care) when the individual is incapacitated.

Aging and Disability Services Administration (ADSA) means the DSHS governing public health care, mental health care and substance abuse services, and its employees and authorized agents.

Agreement: means this Agreement, including all documents attached or incorporated by reference.

Allied Systems: State or local services which provide consumers with assistance to reduce the impact of disabilities, functional impairments, or skill deficits, and which promote stable community living.

Annual revenue: All revenue received by the CONTRACTOR pursuant to the contract for January of any year through December of the next year.

Arbitration: The process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.

Assessment: A process, which provides sufficient information to determine medical necessity for mental health services covered under this Agreement.

Benefit Period: The period of service authorization, typically a one-year period. The consumer may be open (actively receiving services) or closed during this period of time.

Budget Accounting Reporting System (BARS)


Center for Medicare and Medicaid Services (CMS): Formerly known as Health Care Finance Administration (HCFA).

Children's Global Assessment Scale (CGAS): A continuously distributed scale (1 – 100) of functionality, used in the assessment of mental health/illness in children.

Children’s Hospital Alternative Program (CHAP): Acronym for, a cooperative program of NSMHA and Division of Children and Family Services, to serve high-need children and their families. (Foster home and in-home services.)

Children's Long Term Inpatient Program (CLIP): The state appointed authority for policy and clinical decision-making regarding admission to and discharge from state-funded beds in the CLIP (Child Study and Treatment Center, Pearl Street Center, McGraw Center, Tamarack Center, and Martin Center).

Code of Federal Regulations (CFR): All references in the Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
Community Mental Health Agency (CMHA): Community mental health centers that are subcontracted by the RSN and licensed to provide mental health services covered under this Agreement.

Complaint: A verbal or written statement by a consumer or enrollee that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or CONTRACTOR.

Consumer: A person who is now or has in the past received mental health services.

Corrective Action/Compliance Review: When findings from a NSMHA and/or ADSA review or other monitoring efforts or audits show that there are apparent violations of this Agreement, the CONTRACTOR shall implement corrective action within specified timeframes determined by NSMHA and/or ADSA and/or Department’s other auditors.

Corrective Action Plan: A written plan specifying what the CONTRACTOR is required to do to be in compliance. This includes required improvements and a time line for such action(s) to be accomplished.

Crisis: Crisis may be self-defined or a situation where an individual is acutely mentally ill, or experiencing serious disruption in cognitive, volitional, psychosocial, and/or neurophysiological functioning.

Crisis Intervention: Intervention activities of duration of less than 24 hours (with a 24-hour period) to stabilize a client in a psychiatric emergency. (HCPCS procedure codes)

Crisis Respite: Support and stabilization services that may include, but are not limited to, Crisis Residential Service Options. Crisis respite may include in-home support services and brief periods of services by crisis aide staff to provide relief to a parent or primary in-home care provider.

Crisis Services: Face-to-face evaluation and treatment of mental health emergencies and crises to non-enrolled, as well as, enrolled individuals experiencing a crisis as defined by the WAC. Crisis services shall be available on a 24-hour basis with the goal of stabilizing the person in crisis and providing immediate or short-term treatment and support in the least restrictive environment available. Crisis services may be provided prior to an intake evaluation/assessment.

Crisis Stabilization Services: Services provided to individuals who are experiencing a mental health emergency or crisis. This service is provided through telephone and/or face-to-face in-vivo services.

Cross-System Team meetings and consultations: Participation and involvement with systems beyond the mental health system, who are also providing services to a mental health consumer, i.e., DCFS, DDD, JRA, DOC, Schools, etc., to assure communication, and integrated, coordinated treatment planning and provision.

Cultural Competency: A set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, cultural differences, expansion of cultural knowledge, and adaptation of services to meet culturally unique needs. (WAC 388-865-0150)

The ability to serve individuals with mental illness of all ages, of all ethnic groups (including American Indians) and who identify as a sexual minority, in a manner which is responsive to their age and unique cultural background.
Disaster Outreach: Persons contacted in their place of residence or in non-traditional settings for the purpose of:

- Assessing their mental health, or social functioning following a disaster; or
- Increasing their utilization of human services and resources.
- There are two basic approaches to outreach:
  - Mobile (ongoing to person to person);
  - Community settings (e.g. temporary shelters, disaster assistance sites, disaster information forums).

Regardless of the approach, the outreach process has five important components:

- Locating persons in need of disaster relief services;
- Assessing their needs;
- Engaging or linking persons to an appropriate level of support or disaster relief services; and
- Providing follow-up mental health services when clinically indicated.

Disaster outreach can be performed by trained volunteers, peers, and/or persons hired under a Federal Crisis Counseling Grant. These persons should be trained in disaster outreach, which is different than traditional mental health crisis intervention.

Emergent: A situation where an individual is at imminent risk of substantial harm to him or herself or, others.

Emergent Care: Services provided for a person, that if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.

Exempt American Indians: Medicaid eligible and non-eligible American Indians as defined by 25 USC 1603 that have received an exemption, which permits Medicaid, reimbursed services to be delivered by Indian health service programs or tribal clinics.


Flex Funds: Funds used for the purchase of goods or services directly related to the needs of individual members to prevent crisis situations and/or to augment natural supports and to facilitate the initiation (or continuance) of more normalized activities, which cannot be met through existing categorical services or formal/informal community resources.

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. It includes any act that constitutes fraud under applicable Federal or State law” (Medicaid Managed Care Fraud and Abuse Guidelines).

Geographic Area: NSMHA Service Area consists of the following geographic areas:

- Island
- San Juan County
- Skagit County
- Snohomish County
- Whatcom County

Global Assessment of Function (GAF): A rating scale (GAF = 1-100) for reporting the clinician’s judgment of the consumer’s overall level of functioning. This assessment rating is “Axis V”, on a multi-axial mental health assessment…and is one of the tools/criteria used to determine the medically necessary “level” of outpatient care.

Gravely Disabled: As defined in RCW 71.34.020(8) for children, and 71.05.020(1) in the case of adults.

Grievance: Means an expression of dissatisfaction about any matter other than the action as “action” is defined above. The term is also used to refer to the overall process that includes grievance and appeals handled at the PHIP level and access to the State Fair Hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee’s rights.

HIPAA. Health Insurance Portability and Accountability Act of 1996.

Indirect Costs: Costs incurred for activities other than those that qualify as direct costs. Indirect costs include, but are not limited to: activities, staff, tools, depreciation and equipment, transportation, education or training related to financial, facilities, or data management, quality management, resource management (except for direct costs incurred pursuant to RCW 71.24.025), and RSN/PHP or subcontractor administration. Indirect costs do not include capital items or unexpended reserves.

Local Funds Eligible for Match: Sources of revenue that is eligible to be used as Federal match are broad based taxes at the County or other local taxing authority level that are spent and have been certified by the local authority as public funds for mental health services allowable under this Agreement. Funds used for Federal match under this Agreement may not be used as match for any other Federal program. It can be State or local funds that have not been previously matched with Federal funds at any point. Local funds do not include donations. Although State funds (non-Medicaid) can be used for local match, these funds are intended to be used for non-Medicaid services and non-Medicaid consumers and can only be used as match once these obligations are met.

Local Oversight Committee: Community-based committee within each NSMHA member county, chaired by County Coordinator or designee, whose functions include:

- System complaints;
- Identifying gaps in local crisis response services;
- Designing county-specific protocols, which coordinate services with other community resources, County services and alternative systems of care;
- Advise NSMHA, County, and Integrated Crisis Response System management on issues, review of critical incidents, exceptional circumstances, and integrated crisis response which need correcting;
- Provide a venue for community input and cross-system networking; and
- Address contract non-compliance and available remedies including, but not limited to, liquidated damages.

Management Information System (MIS): A computer system designed to provide management personnel with up-to-date information on an organization’s performance.
Mental Health Advisory Committee: The State advisory committee comprised of members representing the various communities and special populations. (RCW 43-20 A.360 and Administrative policy 2.10) Additionally, this committee meets the requirements of Public Law 102-321.

Mental Health Care Provider (MHCP): means the individual with primary responsibility for implementing an individualized service plan for mental health rehabilitation services.

Mental Health Professional (MHP): As defined in RCW 71.34.020(13) for children, and RCW 71.05.020(12) for adults. (WAC 388-865-0150)

OMB Circular A-133: Audits of States, Local Governments and Non-Profit Organizations. Ombuds: An individual performing an Ombuds service as defined at WAC 388-865-0250 as existing or hereafter amended.

Priority Population: Per RCW 71.24.035, includes the following groups of people who are provided access and treatment for residents of the Service Area:

- Persons with an acute mental illness;
- Adults with chronic mental illness and children/youth who are severely emotionally disturbed; and
- Persons who are seriously disturbed.

Public Funds: State, Federal, or local government funds gained by a taxing authority.

Region: The region is known as NSMHA or North Sound Regional Support Network (NSRSN). This region is comprised of five counties: Island, San Juan, Skagit, Snohomish, and Whatcom.

Regional Support Network (RSN): A county authority or group of county authorities recognized and certified by the Secretary of DSHS which enter into joint operating agreements to contract with the Secretary pursuant to RCW 71.24 to operate a single managed system of services for persons with mental illness living in the Service Area covered by the county or group of counties. The RSN shall assume all duties assigned to county authorities by RCW 71.24, 71.34, and 71.05.

Revised Code of Washington (RCW): All references in the Agreement to RCW chapters or sections shall include any successor, amended, or replaced statute.

Service Area: The geographic area covered by this Agreement, which consists of the five-county North Sound Region of the State of Washington, including and limited to: Island, San Juan, Skagit, Snohomish, and Whatcom counties.

Subcontract: Any written agreement between CONTRACTOR and subcontractor or between CONTRACTOR, subcontractor, and another subcontractor to provide services or activities otherwise performed under this Agreement.

Subcontractor: An individual or entity performing all or part of the services under this Agreement under a separate contract with the CONTRACTOR or its subcontractors.

Title 42: The CFR Public Health Service.
Title XIX: Grants with states for Medical Assistance Program.

Title XXI: State Children’s Health Insurance Program.

Transition Youth: Anyone age 17-21.

Underserved: Persons who are minorities, children, elderly, disabled, and low-income. See WAC 388-865-0150.

Washington Administrative Code (WAC): All references in the Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

Waiver: The document by which DSHS/HRSA, requests sections of the Social Security Act be waived in order to operate a capitated managed care system to provide services to enrolled recipients. Section 1915(b) of the Act, authorizes the Secretary to waive the requirements of sections 1902 of the Act to the extent he/she finds proposed improvements or specified practices in the provision of services under Medicaid to be cost-effective, efficient, and consistent with the objectives of the Medicaid program.

Wraparound Services: Community-based services of whatever intensity is needed to maintain stability, placement, and avoid more restrictive levels of care. This may include, but is not limited to, the use of individual treatment or crisis stabilization aides.

Youth: Anyone age 13-17
B. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall furnish the necessary personnel and services and do all things necessary for the performance of the work set forth herein as presently written or as may be later amended.

1. APPOINTMENT OF COUNTY COORDINATOR

CONTRACTOR Program Manager will act as or appoint a County Coordinator and the County Coordinator or designee will participate in the NSMHA County Coordinator meetings, provide regular reports to the NSMHA Advisory Board on county specific activities, and facilitate delivery of the services required under this section. In addition to those outlined in this section, responsibilities of County Coordinators include regularly participating in ad hoc committees, advising NSMHA of county-specific areas of concern or need and participation in disaster response preparedness activities.

2. REGIONAL ADVISORY BOARD

CONTRACTOR shall provide consumer/advocate representatives to the NSMHA Regional Advisory Board in accordance with the Interlocal Agreement forming NSMHA, and in accordance with WAC 388-865-0222, or any successor.

3. RESOURCE MANAGEMENT SUPPORT

CONTRACTOR’s County Coordinator shall assist NSMHA in conducting resource management. Activities include, regular participation in strategic planning and other ad hoc planning initiatives, and the ongoing evaluation of service provision in the county and the provision of recommendations to NSMHA based on the results.

4. QUALITY MANAGEMENT SUPPORT

a. CONTRACTOR’s County Coordinator shall assist NSMHA in conducting quality management programs and activities, in accordance with Attachment II. Activities include regularly participating in NSMHA’s Quality Management Oversight Committee and other quality management processes as appropriate, which are designed to allow NSMHA to:

   i. Assess the degree to which mental health services and planning is driven by and incorporates consumer and family voice.
   ii. Assess the degree to which mental health services are age, culturally and linguistically competent.
   iii. Assess the degree to which mental health services are provided in the least restrictive environment.
   iv. Assess the degree to which uninterrupted linkages occur from the time services are authorized that move the consumer toward recovery and resiliency.
   v. Assess the continuity in service linkages and integration with other formal/informal systems and settings.
   vi. Assess the strengths and barriers of resource management mechanism, access standards, and the utilization management activities.

b. CONTRACTOR shall participate in County specific local oversight activities at the request of NSMHA. When NSMHA convenes an ad hoc Local Oversight Committee, CONTRACTOR shall actively participate. Participation in the Committee shall include NSMHA staff, NSMHA providers and other appropriate cross systems providers operating within the County. Functions of the Local Oversight Committee shall include review of
critical incidents and exceptional circumstances, review of ICRS complaints, as well as
identifying gaps in local crisis response services.

c. Quality management activities specified in this Quality Management Support section shall
be subject to requirements of NSMHA, including requirements to maintain confidentiality
of information in accordance with federal and state privacy laws and requirements
applicable to NSMHA for maintaining protection of confidentiality under its coordinated
quality improvement program.

5. BUSINESS ASSOCIATE AGREEMENT
CONTRACTOR shall abide by the provisions of NSMHA/SAN JUAN COUNTY Business
Associates Agreement (Attachment III).

6. JAIL TRANSITION SERVICES
CONTRACTOR shall coordinate with Island County, when requested, on the transition of San
Juan County residents when released from the Island County Jail back to the San Juan Community.
C. FINANCIAL TERMS AND CONDITIONS

1. GENERAL FISCAL ASSURANCES
   CONTRACTOR shall comply with all applicable laws and standards, including Generally
   Accepted Accounting Principles, and maintain, at a minimum, a financial management system that
   is a viable, single, integrated system with sufficient sophistication and capability to effectively and
   efficiently process, track, and manage all fiscal matters and transactions.

2. FINANCIAL ACCOUNTING REQUIREMENTS
   CONTRACTOR shall:
   a. Establish and maintain operating reserves at prudent levels sufficient to ensure that
      CONTRACTOR has the ability to pay for all expenses incurred during this Agreement
      period, including those whose disposition occurs after the Agreement has been terminated,
      and to cover the risk of financial loss resulting in the event that the cost of providing
      services pursuant to this Agreement exceeds the revenues derived therefrom;
   b. Ensure that all funds, including interest earned, provided pursuant to this Agreement are
      used to support the public mental health system within the Service Area.
   c. CONTRACTOR shall produce annual audited financial statements within 180 days of
      fiscal year end and make such reports available to NSMHA upon request.

3. FINANCIAL REPORTING
   CONTRACTOR shall provide the following reports to NSMHA:
   a. Within 15 days from the effective date of this Agreement, a program-specific budget that
      demonstrates to NSMHA’s reasonable satisfaction, compliance with direct service and
      indirect cost requirements.
   b. Report CONTRACTOR’S revenue and expenditure information to NSMHA on a biennial
      quarter basis. Reports must comply with the provisions in the BARS Supplemental
      Instructions for Mental Health Services promulgated by the Washington State Auditor’s
      Office. Reports are due within 35 days of the biennial quarter end (December and June of
      each year). A final report is due on February 5, 2012.
   c. Local state match funding shall be used for the provision of and/or the support of mental
      health services in San Juan County.
   d. CONTRACTOR shall participate in MHD Unit Cost Surveys and actuarial studies, when
      required by MHD.

4. RULES COMPLIANCE
   The CONTRACTOR shall:
   a. Funds provided to CONTRACTOR are to be used to provide specific administrative
      services on behalf of NSMHA and may not be used for direct services.
   b. Submit the amount spent throughout the Service Area on specific items at the request of
      NSMHA, CMS, the legislature, or DSHS in the timeframe specified.
   c. Account for public mental health expenditures under this Agreement in accordance with
      federal circular A-133 and A-87, and state requirements in accordance with the BARS
      Manual, and BARS Supplemental Instructions.
d. Ensure State or Federal funds are not used to replace local funds from any source, which were being used to finance mental health services in the constituent county/counties in the calendar year prior to January 1, 1990. CONTRACTOR shall not use State or Federal funds to replace local funds used to administer the Involuntary Treatment Program in the constituent county/counties in the calendar year prior to January 1, 1974.

5. FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS
The consideration to be paid by NSMHA for the work to be provided by CONTRACTOR pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Attachment IV of this Agreement, for a maximum consideration of $467,256.

a. The consideration by NSMHA to CONTRACTOR pursuant to this Agreement shall process payment vouchers monthly within ten (10) working days of San Juan County’s invoice.

b. San Juan County shall pay NSMHA unmatched local tax dollars in the amount of $32,000 per month for the sole purpose of Medicaid match.

c. NSMHA shall pay a capacity payment to San Juan County of $35,200 per month, for the sole purpose of supporting and/or providing mental health services to non-Medicaid individuals or non-state plan services to Medicaid individuals.

d. Maximum consideration on this Agreement shall not exceed $467,256.
D. OVERSIGHT, REMEDIES AND TERMINATION

1. OVERSIGHT AUTHORITY

NSMHA, the Department of Social and Health Services (DSHS), Office of the State Auditor, the
Department of Health and Human Services, Centers for Medicare and Medicaid Services, the
Comptroller General, or any of their duly-authorized representatives (e.g. External Quality Review
Organizations), have the authority to conduct announced and unannounced: a) surveys; b) audits;
c) reviews of compliance with licensing and certification requirements and compliance with this
Agreement; d) audits regarding the quality, appropriateness, and timeliness of mental health
services of the CONTRACTOR and subcontractors; and e) audits and inspections of financial
records of the CONTRACTOR and subcontractors. CONTRACTOR shall notify NSMHA when
an entity other than NSMHA performs any audit described above related to any activity contained
in this Agreement.

In addition, NSMHA will conduct reviews in accordance with its oversight of resource, utilization
and quality management, as well as to ensure that CONTRACTOR have the clinical,
administrative and fiscal structures to enable them to perform in accordance with the terms of the
contract. Such reviews may include, but are not limited to encounter data validation, utilization
reviews, clinical record reviews, and reviews of administrative structures, fiscal management and
contract compliance. Reviews may include desk reviews, requiring CONTRACTOR to submit
requested information. NSMHA will also review activities delegated under this contract to
CONTRACTOR.

CONTRACTOR shall cooperate with and allow access to NSMHA Ombuds and Quality Review
Team (“QRT”) in order to conduct surveys and review activities in accordance with the terms of
this contract, in accordance with Attachment V. CONTRACTOR shall cooperate with Skagit
County Community Action Agency in resolving any disputes that arise in the provision of Ombuds
and QRT services.

Findings as a result of NSMHA conducted reviews may result in remedial action as outlined below.
Federal and State agencies may impose remedial action or financial penalties either directly upon
CONTRACTOR or through NSMHA. CONTRACTOR shall comply with the terms of such
remedial action and be responsible for the payment of financial penalties.

2. REMEDIAL ACTION

NSMHA may require CONTRACTOR to plan and execute corrective action. Corrective action
plans developed by CONTRACTOR must be submitted for approval to the NSMHA within 30
calendar days of notification. Corrective action plans must be provided in a format acceptable to
NSMHA. The NSMHA may extend or reduce the time allowed for corrective action depending
upon the nature of the situation as determined by the NSMHA.

a. Corrective action plans must include:

i. A brief description of the finding.

ii. Specific actions to be taken, a timetable, a description of the monitoring to be
performed, the steps taken and responsible individuals that will reflect the
resolution of the situation.
b. Corrective action plans may:

Require modification of any policies or procedures by CONTRACTOR relating to the fulfillment of its obligations pursuant to this Agreement.

c. Corrective action plans are subject to approval by the NSMHA, which may:

i. Accept the plan as submitted.
ii. Accept the plan with specified modifications.
iii. Request a modified plan; or,
iv. Reject the plan.

d. CONTRACTOR agrees that NSMHA may initiate remedial action with or without a corrective action plan as outlined in subsection below if the NSMHA determines any of the following situations exist:

i. A problem exists that negatively impacts enrollees.
ii. CONTRACTOR has failed to perform any of the mental health services required in this Agreement, including delegated functions, which includes the failure to maintain the required capacity as specified by NSMHA to ensure that enrollees receive medically necessary services.
iii. CONTRACTOR has failed to develop, produce, and/or deliver to the NSMHA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement.
iv. CONTRACTOR has failed to perform any administrative function required under this Agreement, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of mental health services.
v. CONTRACTOR has failed to implement corrective action required by the state and within NSMHA prescribed time frames.

e. The NSMHA may impose any of the following remedial actions in response to findings of situations as outlined above:

i. Withhold one percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. The NSMHA, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved;
ii. Compound withholdings identified above by an additional one-half of one percent for each successive month during which the remedial situation has not been resolved;
iii. Revoke delegation of any function delegated under this contract;
iv. Deny any incentive payment to which the CONTRACTOR might otherwise have been entitled under this Agreement or any other arrangement by which the MHD provides incentives; or
v. Termination for Default, as outlined in this Agreement.
3. ADDITIONAL FINANCIAL PENALTIES – MHD IMPOSED SANCTIONS
   Financial penalties imposed by MHD or other regulatory agency due to the action or inaction of
   CONTRACTOR may be paid by NSMHA on behalf of CONTRACTOR and the amount will be
   withheld from NSMHA’s payments to CONTRACTOR.

4. TERMINATION DUE TO CHANGE IN FUNDING
   In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any
   way after the effective date of this Agreement and prior to its normal completion, NSMHA may
   terminate this Agreement, subject to re-negotiations.

5. TERMINATION DUE TO CHANGE IN 1915(B) MENTAL HEALTH SERVICES
   WAIVER
   In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver
   render this Agreement invalid in any way after the effective date of this Agreement and prior to its
   normal completion, NSMHA may terminate this Agreement, subject to re-negotiation, if
   applicable, under those new special terms and conditions.

6. TERMINATION FOR CONVENIENCE
   Except as otherwise provided in this Agreement, a party may terminate this Agreement upon 90
   days written notification by certified mail to the other party. The effective date of termination
   shall be the ninetieth day after receipt of written notification to the other party or the last day of
   the calendar month in which the ninetieth day occurs, whichever is later.

7. TERMINATION FOR DEFAULT
   NSMHA’s Program Manager may terminate this Agreement for default, in whole or in part, by
   written notice to the CONTRACTOR if NSMHA or DSHS has a reasonable basis to believe that
   the CONTRACTOR has or have:

   a. Failed to meet or maintain any requirement for contracting with DSHS;
   b. Failed to perform under any provision of this Agreement;
   c. Violated any law, regulation, rule, or ordinance applicable to the services provided under
      this Agreement; and/or
   d. Otherwise breached any provision or condition of this Agreement.

Before NSMHA’s Program Manager may terminate this Agreement for default, in whole or in part, NSMHA shall provide CONTRACTOR with written notice of CONTRACTOR’s
noncompliance with this Agreement which notice shall provide the CONTRACTOR a reasonable
period to correct its/their noncompliance. If the CONTRACTOR has or have not corrected
its/their noncompliance within the period of time specified in the written notice of
noncompliance, NSMHA Program Manager may then terminate this Agreement, provided, that
the NSMHA Program Manager may terminate this Agreement in whole or in part for default
without such written notice and without opportunity for correction if NSMHA and/or DSHS has
a reasonable basis to believe that:

   a. CONTRACTOR has violated any law, regulation, rule or ordinance applicable to services
      provided under this agreement, or
   b. Continuance of this Agreement with CONTRACTOR poses a material risk of injury or
      harm to any person.
CONTRACTOR may terminate this Agreement in whole or in part, by written notice to NSMHA, if CONTRACTOR has a reasonable basis to believe that NSMHA has:

a. Failed to meet or maintain any requirement for contracting with CONTRACTOR.

b. Failed to perform under any provision of this Agreement.

c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Agreement; and/or

d. Otherwise breached any provision or condition of this Agreement.

8. TERMINATION PROCEDURE

The following provisions shall survive and be binding on the parties in the event this Agreement is terminated:

a. CONTRACTOR and any applicable subcontractors 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 clients, distribution of property, and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. CONTRACTOR and any applicable subcontractors shall assist in the orderly transfer/transition of the consumers served under this Agreement. CONTRACTOR and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

b. CONTRACTOR and any applicable subcontractors shall immediately deliver to NSMHA Program Manager or to his/her successor, all DSHS and NSMHA assets (property) in CONTRACTOR and any applicable subcontractor’s possession and any property produced under this Agreement. CONTRACTOR and any applicable subcontractors grants NSMHA and DSHS the right to enter upon CONTRACTOR and any applicable subcontractors premises for the sole purpose of recovering any NSMHA or DSHS property that CONTRACTOR and any applicable subcontractors fails to return within ten (10) working days of termination of this Agreement. Upon failure to return NSMHA and/or DSHS property within ten (10) working days of the termination of this Agreement, CONTRACTOR and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney’s fees. CONTRACTOR and any applicable subcontractors shall protect and preserve any property of NSMHA and/or DSHS that is in the possession of CONTRACTOR and any applicable subcontractors pending return to NSMHA and/or DSHS.

c. NSMHA shall be liable for and shall pay for only those services authorized and provided through the date of termination. NSMHA may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by NSMHA. Should the contract be terminated by either party, NSMHA will require the spend-down of all remaining reserves and fund balances within the termination period. Funds will be deducted from the final months’ payments until reserves and fund balances are spent.
E. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

1. BACKGROUND
NSMHA is an entity formed by inter-local agreement between Island, San Juan, Skagit, Snohomish and Whatcom Counties, each a county authority recognized by the Secretary of Department of Social and Health Services (“Secretary”). These counties entered into an inter-local agreement to allow NSMHA to contract with the Secretary pursuant to RCW 71.24.025(13), to operate a single managed system of services for persons with mental illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (“Service Area”). NSMHA is party to an interagency agreement with the Secretary, pursuant to which NSMHA has agreed to provide integrated community support, crisis response, and inpatient management services to people needing such services in its Service Area. NSMHA, through this Agreement, is subcontracting with CONTRACTOR for the provision of specific mental health services as required by the agreement with the Secretary. CONTRACTOR, by signing this Agreement, attests that it is willing and able to provide such services in the Service Area.

2. MUTUAL COMMITMENTS
The parties to this Agreement are mutually committed to the development of an efficient, cost effective, integrated, consumer-driven, age specific recovery and resilience model approach to the delivery of quality community mental health services. To that end, the parties are mutually committed to maximizing the availability of resources to provide needed mental health services in the Service Area, maximizing the portion of those resources used for the provision of direct services and minimizing duplication of effort.

3. ASSIGNMENT
Except as otherwise provided within this Agreement, this Agreement may not be assigned, delegated, or transferred by CONTRACTOR without the express written consent of NSMHA, and any attempt to transfer or assign this Agreement without such consent shall be void. The terms “assigned”, “delegated”, or “transferred” shall include change of business structure to a limited liability company, of any CONTRACTOR Member or Affiliate Agency.

4. AUTHORITY
Concurrent with the execution of this Agreement, CONTRACTOR shall furnish NSMHA with a copy of the explicit written authorization of its governing body to enter into this Agreement and accept the financial risk and responsibility to carry out all terms of this Agreement including the ability to pay for all expenses incurred during the contract period. Likewise, concurrent with the execution of this Agreement, NSMHA shall furnish CONTRACTOR with a written copy of the motion, resolution, or ordinance passed by NSMHA Board of Directors (NSMHA Board) authorizing NSMHA to execute this Agreement.

5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES
The CONTRACTOR and its subcontractors shall comply with all applicable federal and state statutes, regulations, and operational policies, as applicable to this Agreement, whether or not a specific citation is identified in various sections of this Agreement, and all amendments thereto that are in effect when the Agreement is signed, or that come into effect during the term of the Agreement, which may include but are not limited to, the following (“Federal and/or State Law”):
a. Title XIX and Title XXI of the Social Security Act and Title 42 of the Code of Federal Regulations.

b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.

c. All local, State, and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Agreement.

d. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Department of Social and Health Services (DSHS), Department of Health and Human Service (DHHS), and the EPA.

e. Any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.

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

g. Those specified in Title 18 RCW for professional licensing.

h. Reporting of abuse as required by RCW 26.44.030.

i. Industrial insurance coverage as required by Title 51 RCW.

j. RCW 38.52, 70.02, 71.05, 71.24, and 71.34.

k. WAC 388-865.

l. 42 CFR 438, including 42 CFR 438.58 (conflict of interest) and 42 CFR 438.106 (physician incentive plans).

m. The State of Washington Medicaid State Plan and the 1915(b) Medicaid Mental Health Waiver or their successors, which documents are incorporated by reference.

n. BHR Quality Strategy.

o. The State of Washington mental health system mission statement, value statement, and the guiding principles for the system, attached hereto as Exhibit A.


q. Any applicable federal and state laws that pertain to Medicaid enrollee or consumer rights. CONTRACTOR shall ensure that its staff takes those rights into account when furnishing services to consumers.

r. DSHS Administrative policies, to the extent that they are applicable to this contract, which are attached as Exhibit F, Exhibit G and Exhibit H.

s. 42 U.S.C. 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security Act), which prohibits making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit mental health services provided to consumers.

t. Any policies and procedures developed by Medical Assistance Administration for compliance with WAC 388-519-0110, which governs the spend-down of client assets.

u. The CONTRACTOR and any subcontractors must comply with 42-UC 1396a-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of the CONTRACTOR, CMHA or subcontractor's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.
v. Federal and State non-discrimination laws and regulations.

w. The Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160-164.

x. BHR-CIS Data Dictionary and its successors.

y. Federal funds must not be used for any lobbying activities.

If the CONTRACTOR is in violation of a federal law or regulation, and Federal Financial Participation is recouped from NSMHA, the CONTRACTOR shall reimburse the federal amount to the NSMHA within 20 days of such recoupment.

Upon notification from DSHS, NSMHA shall notify CONTRACTOR in writing of changes/modifications in Center for Medicare and Medicaid Services (CMS) policies and DSHS/MHD contract requirement changes, if applicable to this Agreement.

6. COMPLIANCE WITH NSMHA OPERATIONAL POLICIES

CONTRACTOR shall comply with all NSMHA operational policies that pertain to the delivery of services under this Agreement that are in effect when the Agreement is signed or that come into effect during the term of the Agreement.

Along with all NSMHA stakeholders, CONTRACTOR will be included in the process for developing relevant operational policies and procedures. NSMHA’s Provider Policy & Procedure Grid and successors contain a list of NSMHA’s policies and their applicability to CONTRACTOR in accordance with Attachment III. The Grid and NSMHA’s policies and procedures are posted on NSMHA’s website. NSMHA shall notify CONTRACTOR of new and revised policies through its numbered memoranda. Training shall be provided on policies that impact providers.

NSMHA will make best efforts to maintain currency of policies with applicable federal or state law, regulation or policy. In the event of a conflict, federal or state laws, regulations or policies supersede NSMHA policies and procedures.

7. CONFIDENTIALITY OF CLIENT INFORMATION

Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients may be disclosed for purposes directly concerning the administration of this Agreement. Purposes include, but are not limited to:

a. Establishing eligibility.

b. Determining the amount of medical assistance.

c. Providing services for recipients.

d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.

e. Assuring compliance with Federal and State laws, regulations, with terms and requirements of this Agreement.

f. Improving quality.

CONTRACTOR shall protect all information, records and data collected from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCW’s 70.02, 71.05, and 71.34, HIPAA, and for service recipients receiving alcohol and drug abuse services, in accordance with 42 CFR Part 2. CONTRACTOR shall have a process in place to ensure that all components of its
Community Mental Health Agency (CMHA) and system understand and comply with confidentiality requirements for publicly funded mental health services.

CONTRACTOR shall ensure that access to the information is restricted to persons or agency representatives who are subject to standards of confidentiality that are comparable to those of NSMHA and DSHS.

The parties acknowledge that coordination, planning, screening, and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance, and to provide medically necessary mental health services are all “purposes directly connected with the administration of the Agreement”, and are all appropriate justifications for sharing information.

CONTRACTOR shall assure that all staff and subcontractors providing services under this Agreement receive annual training on confidentiality policies and procedures. In addition, CONTRACTOR shall assure that all staff and subcontractors providing services under this Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in CONTRACTOR’s personnel files.

8. CONTRACTOR PERFORMANCE/ENFORCEMENT
NSMHA shall be vested with the rights of a third party beneficiary, including the "cut through" right to enforce performance should CONTRACTOR be unwilling or unable to enforce action on the part of its subcontractor(s). In the event that CONTRACTOR dissolves or otherwise discontinues operations, NSMHA may, at its sole option, assume the right to enforce the terms and conditions of this Agreement directly with CONTRACTOR’s subcontractors; provided, that NSMHA shall keep CONTRACTOR reasonably informed concerning such enforcement. CONTRACTOR shall include this clause in its contracts with its subcontractors. In the event of the dissolution of CONTRACTOR, NSMHA’s rights in indemnification shall survive.

9. COOPERATION
The parties to this Agreement shall cooperate in good faith to effectuate the terms and conditions of this Agreement.

10. DEBARMENT CERTIFICATION
The CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal or state department or agency. If requested by DSHS or NSMHA, 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.

11. DECLARATION THAT CLIENTS UNDER THE MEDICAID AND OTHER MENTAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT
Although NSMHA, CONTRACTOR, and subcontractors mutually recognize that services under this Agreement may be provided by the CONTRACTOR and subcontractors to clients under the Medicaid program, RCW 71.05 and 71.34, and the Community Mental Health Services Act, RCW 71.24, it is not the intention of either NSMHA, the CONTRACTOR, that such individuals, or any
other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement. Such third parties shall have no right to enforce this agreement.

12. EXECUTION, AMENDMENT, AND WAIVER
This Agreement shall be binding on all parties only upon signature by authorized representatives of each party. This Agreement, or any provision, may be amended during the contract period, if circumstances warrant, by a written amendment executed by all parties. Only the NSMHA Program Manager or the NSMHA Program Manager’s designee has authority to waive any provision of this Agreement on behalf of NSMHA.

13. HEADINGS AND CAPTIONS
The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

14. INDEMNIFICATION
CONTRACTOR shall be responsible for and shall indemnify and hold NSMHA harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of CONTRACTOR and its subcontractors related to the performance of this contract. NSMHA shall be responsible and shall indemnify and hold CONTRACTOR harmless (including all costs and attorney fees) from all claims for personal injury, property damage and disclosure of confidential information and from the imposition of governmental fines or penalties resulting from the acts or omissions of NSMHA. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Agreement.

15. INDEPENDENT CONTRACTOR FOR NSMHA
The parties intend that an independent contractor relationship be created by this contract. The CONTRACTOR acknowledges that neither the CONTRACTOR nor its employees or subcontractors are not officers, employees, or agents of NSMHA. The CONTRACTOR shall not hold the CONTRACTOR or any of the CONTRACTOR’s employees and subcontractors out as, nor claim status as, officers, employees, or agents of NSMHA. The CONTRACTOR shall not claim for the CONTRACTOR or the CONTRACTOR’s employees or subcontractors any rights, privileges, or benefits which would accrue to an employee of NSMHA. The CONTRACTOR shall indemnify and hold NSMHA harmless from all obligations to pay or withhold Federal or State taxes or contributions on behalf of the CONTRACTOR or the CONTRACTOR’s employees and subcontractors unless specified in this Agreement.

16. INSURANCE
NSMHA certifies it is a member of Washington Governmental Entity Pool for all exposure to tort liability, general liability, property damage liability, and vehicle liability, if applicable, as provided by RCW 43.19.

CONTRACTOR shall maintain a Commercial General Liability Insurance (CGL). If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each
Occurrence - $1,000,000; General Aggregate - $2,000,000. Any risk pool shall provide coverage with the same minimum limits. Any policy (non-risk pool and risk pool) shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. Contractor shall provide evidence of such insurance to NSMHA within 15 days of execution of this Agreement and 15 days post renewal date thereafter. All non-risk pool policies shall name NSMHA as a covered entity under said policy(s).

17. INTEGRATION
This Agreement, including Exhibits and Attachments contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. MAINTENANCE OF RECORDS
During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records set forth below is started before expiration of the six year period, the records shall be maintained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later. The CONTRACTOR shall maintain records sufficient to:

a. Maintain the content of all Medical 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.
b. Document performance of all acts required by law, regulation, or this Agreement.
c. Substantiate the CONTRACTOR statement of its organizations' structures, tax status, capabilities, and performance.
d. Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the CONTRACTOR invoices to NSMHA and all expenditures made by the CONTRACTOR to perform as required by this Agreement.
e. The CONTRACTOR and its subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by NSMHA, DSHS or other Washington State Departments.
f. Evaluations shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services performed under this Agreement, 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 state and federal regulations as existing or hereafter amended.

19. NO WAIVER OF RIGHTS
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.
20. ONGOING SERVICES
CONTRACTOR and its subcontractors shall ensure that in the event of labor disputes or job actions, including work slowdowns, so called “sick outs”, or other activities, within its service CMHA network, uninterrupted services shall be available as required by the terms of this Agreement.

21. ORDER OF PRECEDENCE
In the event of an inconsistency in the terms of this Agreement, or any inconsistency between the terms of this Agreement and any applicable statute, rule or contract, unless otherwise provided herein, the conflict shall be resolved by giving precedence in the following order, to:

a. The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social Security Act and Federal regulations concerning the operations of Prepaid Inpatient Health Plans.

b. State statutes and regulations concerning the operation of the community mental health programs.

c. Federal and State Law.

d. The NSMHA-DSHS agreement, or its successors, that covers the provision of the mental health services covered under this Agreement, which shall include any exhibit, document, or material incorporated by reference. NSMHA shall promptly notify CONTRACTOR of any amendment to the NSMHA-DSHS Agreement, which affects any term or condition herein.

e. This Agreement.

22. OVERPAYMENTS
In the event CONTRACTOR fails to comply with any of the terms and conditions of this Agreement and that failure results in an overpayment, NSMHA may recover the amount due DSHS, CMS or other federal or state agency, subject to dispute resolution as set forth in the contract. In the case of overpayment, CONTRACTOR shall cooperate in the recoupment process and return to NSMHA the amount due upon demand.

23. OWNERSHIP OF MATERIALS
Materials created by the CONTRACTOR and its subcontractors and paid for by NSMHA as a part of this Agreement shall be owned by NSMHA and shall be, "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the CONTRACTOR and its subcontractors use to perform this Agreement, but which is not created for or paid for by NSMHA, is owned by the CONTRACTOR or relevant subcontractors; however, NSMHA and DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

24. PERFORMANCE
CONTRACTOR shall furnish the necessary personnel, materials, and/or mental health services and otherwise do all things for, or incidental to, the performance of the work set forth here and as attached. Unless specifically stated, the CONTRACTOR is responsible for performing or ensuring all fiscal and program responsibilities required in this contract. No subcontract will terminate the legal responsibility of the CONTRACTOR to perform the terms of this Agreement.
25. RESOLUTION OF DISPUTES

The parties wish to provide for prompt, efficient, final, and binding resolution of disputes and controversies that may arise under this Agreement and therefore establish this dispute resolution procedure. All claims, disputes, and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:

a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.

b. Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or a designated representative) shall together or, if both parties agree, with a mediator meet, confer, and attempt to resolve the claim.

c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.

**Arbitration:** If the claim is not resolved within thirty (30) days, the parties shall proceed to arbitration as follows:

a. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.

b. If there is a delay of more than ten (10) days in the naming of the arbitrator, either party can ask the presiding judge of Skagit County to name the arbitrator.

c. The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.

d. The parties agree that the arbitrators' decision shall be binding, final and appealable to Skagit County Superior Court only as provided in Chapter 7.04A RCW.

e. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than 30 days after the close of the meeting described in paragraph (b) above.

f. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.

g. Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.

h. The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs, including attorney fees. Venue for any such action is exclusively Skagit County Superior Court.

i. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

26. SEVERABILITY AND CONFORMITY

The provisions of this Agreement are severable. If any provision of this Agreement, including any provision of any document incorporated by reference, is held invalid by any court, that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to existing law.
27. SINGLE AUDIT ACT

If the CONTRACTOR or its subcontractor is a sub recipient of Federal awards as defined by OMB Circular A-133, the CONTRACTOR and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the Federal agencies. The CONTRACTOR and its subcontractors shall make the CONTRACTOR and its subcontractors records available for review or audit by officials of the Federal awarding agency, the General Accounting Office, and DSHS. The CONTRACTOR and its subcontractors shall incorporate OMB Circular A-133 audit requirements into all contracts between the CONTRACTOR and its subcontractors who are sub recipients. The CONTRACTOR and its subcontractors shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the CONTRACTOR and/or its subcontractors are a sub recipient and expends $500,000 or more in Federal awards from any and/or all sources in any fiscal year, the CONTRACTOR and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the CONTRACTOR and applicable subcontractors shall submit to NSMHA Program Manager the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

For purposes of “sub recipient” status under the rules of OMB Circular A-133 205(g) Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part of the rule unless a State requires the fund to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

28. SUBCONTRACTS

The CONTRACTOR may subcontract services to be provided under this Agreement subject to the following requirements.

a. The CONTRACTOR shall be responsible for the acts and omissions of any subcontractor.

b. The CONTRACTOR must ensure that the subcontractor neither employs any person nor contracts with any person or Community Mental Health Agency (CMHA) excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or suspended per this Agreement’s General Terms and Conditions.

c. The CONTRACTOR shall require subcontractors to comply with all applicable federal and state laws, regulations, and operational policies as specified in this Agreement.

d. The CONTRACTOR shall require subcontractors to comply with all applicable NSMHA operational policies as specified in this Agreement, including Access to Care, Exhibit C, standards, travel standards, and access standards.

e. The CONTRACTOR shall ensure a process is in place to demonstrate that all third-party resources are identified and pursued.

f. The CONTRACTOR shall oversee, be accountable for, and monitor all functions and responsibilities delegated to a subcontractor for conformance with any applicable statement of work in this agreement on an ongoing basis including written reviews.
g. CONTRACTOR will monitor performance of the subcontractors on an annual basis and notify NSMHA of any identified deficiencies or areas for improvement requiring corrective action by CONTRACTOR.

h. The CONTRACTOR shall ensure that all subcontracts are in writing and that subcontracts specify all duties, reports, and responsibilities delegated under this Agreement. Those written subcontracts shall:

i. Require subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the services to be performed under this Agreement.

ii. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract.

iii. Require that the subcontractor correct any areas of deficiencies in the subcontractor's performance that are identified by the CONTRACTOR, NSMHA, and/or MHD.

iv. Require best efforts to provide written or oral notification within 15 working days of termination of a Mental Health Care Provider (MHCP) to consumers currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the subcontractor.

29. SURVIVABILITY

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Order of Precedence, Contract Performance and Enforcement, Confidentiality of Client Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records and Ownership of Materials.

30. TREATMENT OF CLIENT PROPERTY

Unless otherwise provided in this Agreement, CONTRACTOR shall ensure that any adult individual receiving services from the CONTRACTOR under this Agreement has unrestricted access to the individual's personal property. The CONTRACTOR shall not interfere with any adult individual's ownership, possession, or use of the individual's property unless clinically indicated. The CONTRACTOR shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination of this Agreement, the CONTRACTOR shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property.

31. WARRANTIES

The parties' obligations are warranted and represented by each to be individually binding, for the benefit of the other party. CONTRACTOR warrants and represents that it is able to perform its obligations set forth in this Agreement and that such obligations are binding upon CONTRACTOR and other subcontractors for the benefit of NSMHA.

32. CONTRACT ADMINISTRATION

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.
The Program Manager for NSMHA is:
  Charles R. Benjamin, Executive Director
  North Sound Regional Support Network
  117 North First Street, Suite 8
  Mount Vernon, WA 98273

The Program Manager for CONTRACTOR is:
  Barbara LaBrash, Human Services Coordinator
  CONTRACTOR Human Services
  PO Box 1146
  Eastsound, WA 98245-1146

Changes shall be provided to the other party in writing within ten (10) working days.
THIS AGREEMENT, consisting of 32 Pages, plus Exhibits and Attachments, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

FOR NSMHA:

Charles R. Benjamin
Executive Director

Authorized Signature

FOR SAN JUAN COUNTY:

Date

Approved as to Form for NSMHA

Approved as to Form for County

Name & Title

Date

Name & Title

Date
NORTH SOUND MENTAL HEALTH ADMINISTRATION
INTERAGENCY AGREEMENT WITH
SAN JUAN COUNTY

Contact # NSMHA-SAN JUAN – ADMIN – 11

JANUARY 1, 2011 TO DECEMBER 31, 2011

SAN JUAN COUNTY
HEALTH & COMMUNITY SERVICES
John Manning
Director

[Signature] 1/6/11
Date

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Randall K. Gaylord

By: [Signature] 12/30/10
Date

FINAL APPROVAL
Pete Rose
County Administrator

[Signature] 07/Jan/2011
Date
Mission of Washington State Publicly Funded Mental Health System

Mission Statement

The Mental Health Division and community stakeholders from throughout the state developed a mission statement for the public mental health system. It reads as follows:

The mission of Washington State’s mental health system is to ensure that people of all ages experiencing mental illness can better manage their illness; achieve their personal goals; and live, work, and participate in their community.

We are committed to take actions consistent with these values:

1. We value the strengths and assets of consumers and their families and seek to include their participation in decision-making and policy-setting.
2. We respect and celebrate the cultural and other diverse qualities of each consumer.
3. We work in partnership with allied community providers to deliver quality individualized supports and services.
4. We treat people with respect, equality, courtesy, and fairness.

Given this mission, we believe the operation of the system should be based on the following principles:

1. Treatment becomes meaningful when participants have voice, access and ownership of the mental health services.

2. Staff at all levels shall treat people in the system with respect, equality, courtesy and fairness.

3. Services shall heed individual diversity and explicitly incorporate the age, culture and preferences of the participant and his or her family and/or natural supports in the plan of care.

4. Participants and their families shall be included in the ongoing process of decision-making and policy-setting in the planning, implementation and operation of the system.

5. Treatment and support is provided in such a way that the lives of people are disrupted as little as possible by mental illness while keeping them and their community safe.

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1 Text is from the Mental Health Division's "Managed Care in the Public Mental Health System: The Washington Approach." March 1998
ADMINISTRATIVE POLICY NO. 7.21
(Formerly 7.07)

SUBJECT: Access to Services for Clients who are Limited English Proficient (LEP)

INFORMATION CONTACT: Diversity Affairs Office
MS 45830 (360) 664-5949

AUTHORIZING SOURCE: Office of the Secretary
DSHS Administrative Policy 7.04
Revised Code of Washington (RCW 74.04.025)
Title VI of the Civil Rights Act of 1964

EFFECTIVE DATE: June 1, 1989

REVISED: August 20, 2004

APPROVED BY: [Signature]
Chief Administrative Officer

SUNSET REVIEW DATE: August 20, 2006

PURPOSE:

This policy ensures equal access to programs and services provided by the Department of Social and Health Services (DSHS) to eligible Limited English Proficient (LEP) clients. This policy establishes and maintains standards for DSHS employee.

For assistance in serving clients who are deaf, deaf-blind, or hard of hearing, refer to Administrative Policy 7.20.

SCOPE:

This policy applies to all DSHS employees who provide services to DSHS clients who are Limited English Proficient.
Language services are provided through one or more of the following methods:

1. Direct provision of services by certified bilingual employees in accordance with Personnel Policy 514;
2. Contracted interpreters (in person or over the phone); and
3. Contracted document translation services.

B. DSHS Staff Responsibilities
DSHS Staff who work with clients must:

1. Identify LEP clients as early as possible during initial contact;
2. Identify and record the client’s primary language, using the standard DSHS two-letter language code;
3. Inform clients of their right to language services, at no cost to them, when language services are necessary to access, establish or maintain a client’s eligibility for DSHS programs or services.
4. Ensure that effective language services are provided to LEP clients. Contracted language services must be provided in accordance with the Language Interpreter and Translator Code of Professional Conduct.

C. DSHS Administration Responsibilities
Each Administration in DSHS must:

1. Develop and implement policies and procedures for providing interpreter and translation services for their specific administration;
2. Arrange for DSHS staff training that informs staff of LEP-related laws and agreements, and promotes proficiency in working with LEP clients and interpreters;
3. Post multilingual signs in DSHS client waiting areas that explain the availability, at no cost to the client, of interpreter services; and
4. Include language in service provider contracts advising contracted service providers of their responsibility to provide or arrange for language services.

Note: Service providers under contract with DSHS must ensure equal access to DSHS clients receiving services. They must comply with all Federal (e.g., Title VI of the U.S. Civil Rights Act of 1964) and State regulations, as well as contractual requirements pertaining to the provision of language services.

D. Verbal Communication
When communicating verbally with an LEP client, DSHS staff must determine the most appropriate method for verbal communication.

1. If an LEP client is not being served directly by an authorized bilingual employee, DSHS will communicate verbally with the client through a contracted interpreter.
2. DSHS programs may secure the services of an in-person interpreter or, if appropriate, an “over-the-phone” interpreter when needed.
3. DSHS staff must consider the availability of interpreter resources, the length of the encounter and the effectiveness of telephone based interpreter services when determining which interpreting option is best for a given situation.

Note: Children, family members and friends may not be used as interpreters.
1. **Accuracy**  
Interpreters/ translators shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.

2. **Cultural Sensitivity -- Courtesy**  
Interpreters/ translators shall be culturally competent, sensitive, and respectful of the individuals they serve.

3. **Confidentiality**  
Interpreters/ translators shall not divulge any information obtained through their assignments, including but not limited to, information gained through access to documents or other written materials.

4. **Disclosure**  
Interpreters/ translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

5. **Proficiency**  
Interpreters/ translators shall meet the minimum proficiency standard set by DSHS.

6. **Compensation**  
The fee schedule agreed to between the contracted language services providers and the department shall be the maximum compensation accepted. Interpreters/ translators shall not accept additional money, considerations, or favors for services reimbursed by the department. Interpreters/ translators shall not use for private or others’ gain or advantage; the department’s time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.

7. **Non-discrimination**  
Interpreters/ translators shall always be neutral, impartial and unbiased. Interpreters/ translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political, or sexual orientation. If interpreters/ translators are unable to ethically perform in a given situation, the interpreters/ translators shall refuse or withdraw from the assignment without threat or retaliation.

8. **Self-evaluation**  
Interpreters/ translators shall accurately and completely represent their certifications, training, and experience.
The plan and checklist as described in the Policy must be submitted to MHD by December 1, 2005. The MHD will approve all plans submitted.

ADMINISTRATIVE POLICY NO. 7.01

SUBJECT: American Indian Policy

INFORMATION CONTACT: Office of Indian Policy and Support Services
Mail Stop: 45105
Telephone: (360) 902-7816

AUTHORIZING SOURCES: Washington State 1989 Centennial Accord
President's Executive Order #13175
Office of the Secretary

EFFECTIVE DATE: November 1, 1987

REVISED: December 1, 2004

APPROVED BY: [Signature]
Chief Administrative Officer

SUNSET REVIEW DATE: December 1, 2006

BACKGROUND:
The Department of Social and Health Services (DSHS) follows a government-to-government approach to seek consultation and participation by representatives of tribal governments in policy development and service program activities. This is in compliance with the Washington State 1989 Centennial Accord and current federal Indian policy as outlined by Executive Order #13175 signed by President Clinton in November 2000, which promotes government-to-government relationships with American Indian Tribes.
through meeting, planning, and consultation activities. According to Article XI of the IPAC by-
laws, IPAC does not have the authority or power to infringe or jeopardize the sovereignty of any
Federally Recognized Tribe or non-member Tribe.

**Key Identified Positions:** These are DSHS managers and employees in regional or
headquarters offices whose emphasis of responsibility is working in conjunction or association
with the American Indian and Alaska Native Tribes. Employees in these key identified positions
are required to attend the Administrative Policy 7.01 Training.

**Office of Indian Policy and Support Services (IPSS):** This office reports to the Secretary of
DSHS and is responsible for coordinating efforts with Federally Recognized Tribes of
Washington State and the Recognized American Indian Organizations in order to address the
collective service needs of individual American Indians and Alaska Natives in Washington State.

**Recognized American Indian Organizations:** These organizations, as recognized in
accordance to IPAC by-laws, include the American Indian Community Center (AICC), NATIVE
Project, Seattle Indian Health Board (SIHB), Small Tribes of Western Washington (STOWW),
United Indians of All Tribes Foundation (UIATF), and South Puget Intertribal Planning Agency
(SPIPA), a tribal consortium. These organizations exercise their rights as American Indians and
citizens of the United States and residents of the State of Washington.

**Tribal Sovereignty:** Federally Recognized Tribes are recognized in federal law as possessing
sovereignty over their members and their territory. Sovereignty means that tribes have the
legislative, executive, and judicial power to make and enforce laws, and to establish courts and
other forums for resolution of disputes.

**POLICY:**

**A. General Guidelines**

1. DSHS shall provide necessary and appropriate social and health services to
   people of Federally Recognized Tribes of Washington State (Tribes) and
   Recognized American Indian Organizations (Indian Organizations) and American
   Indian and Alaska Native individuals.

2. DSHS recognizes, honors, and supports consultation with Tribes on a
government-to-government basis, and with Indian Organizations.

3. In making policy on Indian issues, the Department shall acknowledge and
   consider:

   a. The sovereignty of Federally Recognized Tribes.
   b. The unique social/legal status of Federally Recognized Tribes under the
      Supremacy Clause and Indian Commerce Clause of the United States
      Constitution, federal treaties, executive orders, Indian Citizen’s Act of
      1924, Indian Child Welfare Act of 1978, the Centennial Accord, other
      relevant statutes, and federal and state court decisions.
   c. American Indian self-determination and self-governance without the
      termination of the unique status of Federally Recognized Tribes.
12. DSHS managers with appointing authority shall include representatives from Tribes and Indian Organizations as part of employee interview panels for key identified positions.

B. Communications

1. The IPSS staff and regional managers shall maintain the information distribution list within their regions and provide information to the Tribes and Indian Organizations on a regular basis.

2. IPSS shall hold quarterly meetings with each Assistant Secretary to timely identify issues between DSHS and the Tribes and discuss strategies for addressing the issues.

3. The Assistant Secretaries shall update the Cabinet on tribal relations and the status of their Policy 7.01 Implementation Plans specific to each administration.

4. The IPSS staff shall hold quarterly meetings with all programs’ liaisons/program managers identified by each administration to discuss collaboration and integration within DSHS with respect to tribal services.

5. IPSS shall schedule two Assistant Secretaries to attend each Indian Policy Advisory Committee (IPAC) meeting and discuss the planning for specific areas of partnership with the Tribes and Indian Organizations.

C. Consultation Process

1. Administrations of DSHS may initiate a consultation process with Tribes and also seek advice from IPAC at the same time. A detailed process and information is provided on page 12. *Attachment 2: DSHS Administrative Policy 7.01 Consultation Flowchart.*

2. Representatives from DSHS and Tribal government shall identify the participants in the two-way consultation process and establish participation at the appropriate level. Participants shall disclose any limitations on their ability to make decisions on behalf of the agency prior to consultation meetings.

3. Participants shall provide a clear description of the nature of the issues. Related documents or statements describing the purpose and issues shall be provided in advance to all consultation participants. Any sensitive information or legal limitations on or requirements for disclosure of information should be identified in advance.

4. Participants shall have sufficient time to review documents and respond to requests for consultation. The amount of time can vary depending on the nature and complexity of the issues. If decisions require quick actions due to imposed deadlines, every effort shall be made to provide written notice in advance to allow for meaningful input and response.

5. Participants shall establish and adhere to a schedule for consultation. DSHS and tribal participants shall jointly determine the protocols, timing and number of meetings needed for consultation.

6. Participants shall recognize that each Tribe is unique culturally and administratively. It is important to acknowledge tribal customary law or religious rules regarding issues of confidentiality.
E. **Duties and Responsibilities**

1. **The Secretary of DSHS shall:**
   
   a. Communicate with each Tribe, Indian Organization, and IPAC, review their recommendations, and where appropriate, implement the recommendations within the realm of his or her authority, and provide periodic updates to the Governor’s Cabinet.
   
   b. Consider seeking legislative support for Tribal and Indian Organization programs and services when submitting budget request to the Office of Financial Management (OFM) and submitting legislative proposals related to social and health services.
   
   c. Support the federal model of “self-determination” and “self-governance” for tribal management of state funded programs while discussing relevant issues with OFM and the Governor’s Office.
   
   d. Work with Tribes, Indian Organizations, and IPAC in assessing unmet needs, service gaps, and other outstanding issues, and address those issues within the realm of his/her authority.
   
   e. Consult with Tribes, Indian Organizations and IPAC before making substantive changes to IPSS or the American Indian Policy.
   
   f. Present the DSHS Policy 7.01 Progress Report each year to the: (1) IPAC members, Tribes and Indian Organizations, (2) the Governor’s Cabinet, and (3) DSHS Cabinet.

2. **The Office of Indian Policy and Support Services (IPSS) shall:**

   a. Be responsible for the overall coordination, monitoring, and assessment of the department’s relationships with Tribes and Indian Organizations.
   
   b. Facilitate DSHS communications and consultations on an ongoing basis with Tribes and Indian Organizations to ensure the department’s thorough consideration of all suggestions and recommendations.
   
   c. Advocate for the delivery of DSHS services that are of high quality and culturally sensitive, and ensure that American Indian and Alaska Native children, families, and individuals can access DSHS services in a timely manner.
   
   d. Communicate with DSHS management, regional representatives and contractors to assist them in understanding and implementing this policy.
   
   e. Monitor issues on services to American Indians and Alaska Native, bring issues to the appropriate administrator for resolution, and recommend specific actions to resolve issues in compliance with this policy. IPSS staff are authorized to participate at any level of DSHS, and to access any information necessary for the performance of their duties.
   
   f. Provide staff support to IPAC for its ongoing communications through meeting, planning, and consultation activities.
   
   g. Provide ongoing training and information on this policy to department and tribal staff.
ATTACHMENT 1

Policy 7.01 Implementation Plan Reporting Guidelines

The Policy 7.01 Implementation Plans and the Annual Progress Reports shall be developed in consultation and collaboration with each Tribe and Indian Organization.

A. Reporting Schedule:

Each Regional Administrator or Field Services Administrator shall:

1. Develop and submit the biennial Policy 7.01 Implementation Plan to his or her Assistant Secretary by April 2nd of each even-numbered year for the following two fiscal years starting July 1. The purpose is to have a complete Implementation Plan ready to implement by July 1 of the next biennium.

2. Incorporate any amendments to the Policy 7.01 Implementation Plan as they are negotiated during the biennium, and immediately send the amendments to the Assistant Secretary.

3. Submit the first annual Progress Report to the Assistant Secretary by April 2nd of the next odd-numbered year.

4. Incorporate the second annual Progress Report into the next biennial Policy 7.01 Implementation Plan by April 2nd of the following even-numbered year, with the new goals, objectives or activities specifically noted.

Each Assistant Secretary shall:

1. Submit the consolidated biennial plan for his or her administration to IPSS by April 30th of each even-numbered year. The purpose is to have a complete Implementation Plan ready to implement by July 1 of the next biennium.

2. Upon receiving any amendments to the Policy 7.01 Implementation Plan from the Regional Administrator or Field Services Administrator, review and finalize the amendments, and submit to IPSS within 30 days of approval.

3. Submit the administration’s first annual Progress Report to IPSS by April 30th of the next odd-numbered year.

4. Incorporate the second annual Progress Report into the next biennial Policy 7.01 Implementation Plan by April 30th of the following even-numbered year, with the new goals, objectives or activities specifically noted.
C. Format

The matrix below shall be used for both Implementation Plan and Progress Report starting no later than 2006.

<table>
<thead>
<tr>
<th>Implementation Plan</th>
<th>Progress Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goals/Objectives</td>
<td>(5) Status Update for the Fiscal Year Starting Last July 1</td>
</tr>
<tr>
<td>(2) Activities</td>
<td></td>
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<tr>
<td>(3) Expected Outcome</td>
<td></td>
</tr>
<tr>
<td>(4) Lead Staff and Target Date</td>
<td></td>
</tr>
</tbody>
</table>
ADMINISTRATIVE POLICY NO. 7.20

SUBJECT: Communication Access for Persons Who are Deaf, Deaf/Blind and Hard of Hearing

INFORMATION CONTACT: Office of Deaf and Hard of Hearing Services
MS 45300; 902-8000; TTY: 753-0699

AUTHORIZING SOURCE: Administrative Policy 7.02
Section 504 of the 1973 Rehabilitation Act
Chapter 2.42 RCW, WAC 10-08-150
Chapter 49.60 RCW, WAC 162-26-010
Chapter 70.84.010 RCW
Americans With Disabilities Act

EFFECTIVE DATE: July 1, 1991

REVISED: August 1, 1998

APPROVED BY: Assistant Secretary for Management Services

SUNSET REVIEW DATE: August 1, 2000

CROSS-REFERENCE:
For assistance in serving clients who are Limited English Proficient (LEP) refer to Administrative Policy 7.21. Additional cross-references include the following administrative policies: 6.12 Adjustment of Workload for Staff who Provide Translation and Interpretation Services Outside of their Workload, 7.02 Equal Access to Services for Individuals with Disabilities, 7.02A Accessible Services for Persons Who are Blind or Visually Impaired, and Policy 14.10 Accessible Meetings.
**Field Operations:** Any regional, local office or institution that provides direct services to the public.

**Hard of Hearing:** A term that describes a person with mild to severe hearing loss who communicates through auditory means with or without amplification.

**Interpreting:** A demonstrated ability to expressively and receptively interpret between two different languages, such as ASL and English or two other languages.

**Types of Interpreting for Clients who are Deaf, Deaf-Blind or Hard of Hearing:**

1. **Oral** The interpreter mouths (without voice) what the speaker says, using some natural facial expressions.
2. **Sign Interpreting** The interpreter signs what the speaker says.
3. **Tactile** A hands-on interpreting method used with people who are deaf-blind. The interpreter communicates what the speaker says by signing and/or fingerspelling into the hands of the deaf-blind person.
4. **Voice Interpreting** The interpreter speaks what a deaf person is mouthing or signing.

**Limited English Proficiency (LEP) Cluster Coordinator:** Coordinator assigned by the Assistant Secretary of each DSHS administration to develop systems and programs that accommodate the language needs of clients who are Limited English Proficient, deaf, deaf-blind or hard of hearing, and respond to cultural and ethnic diversity issues.

**National Association of the Deaf (NAD):** A national professional association, which has developed testing materials for certification of sign language interpreters. The tests are administered through the state association of the deaf in each state.

**Office of Deaf and Hard of Hearing Services (ODHHS):** A DSHS office which maintains a comprehensive information and referral system of DSHS services around the state for persons who are deaf, deaf-blind or hard of hearing. ODHHS provides technical assistance, training, and workshops regarding deafness to DSHS staff and other interested agencies. ODHHS also provides guidance on the process for arranging sign language interpreters for deaf clients.

**Language and Interpreter Services and Translations (LIST):** is the support center for language services in DSHS. LIST also maintains and monitors department and contractor compliance with DSHS policies regarding the provision of services to Limited English Proficient Clients in consultation with LEP Cluster Coordinators and ODHHS.

**Program:** Any distinct service unit of the department, usually designated as a division or institution, which designs, schedules, plans, or administers the services (for DSHS clients).

**Qualified interpreter:** A term designated to an interpreter, either certified or non-certified, who is determined to be competent, both receptively and expressively, by the client and who does not present a real or perceived conflict of interest as stipulated in the Professional Code of Conduct. All interpreters will register with ODHHS and will comply with the DSHS Code of Professional Conduct.
B. DSHS shall notify clients who are deaf, deaf-blind or hard of hearing of their right to request auxiliary aid(s) and inform them of the process to submit this request.
C. DSHS will provide auxiliary aid(s) when requested by a client who is deaf, deaf-blind or hard of hearing to ensure equal opportunity to:

1. Establish and maintain eligibility for DSHS programs and services.
2. Provide access to DSHS services, programs and activities.
3. Provide access to public meetings sponsored by DSHS.

D. DSHS shall ensure that contractors, service providers and vendors are in compliance with their obligations to provide equal access according to the ADA and the DSHS Policy 7.20.
E. DSHS staff shall be trained periodically on how to effectively provide services to clients who are deaf, deaf-blind or hard of hearing.
F. DSHS dual language employees, when and as defined in the employee's position CQ or WMS position description, will utilize their dual language skills to facilitate communication to accomplish their job functions.

PROCEDURES:

A. DSHS staff shall secure the services of a certified interpreter when requested and available. If a certified interpreter is not available, DSHS staff shall provide a qualified/non-certified interpreter who is considered competent by the client.
B. DSHS clients who choose to secure the services of their own interpreter may do so at their own expense. This does not eliminate DSHS’s obligation to procure the services of a qualified interpreter.
C. All sign language interpreters who contract with DSHS shall follow the Code(s) of Professional Conduct attached. Any violation of the Code(s) of Professional Conduct may cause the termination of an interpreter’s contract.
D. The ODHHS shall implement and monitor compliance with the requirements of this policy, in consultation with LEP Cluster Coordinators and LIST.
E. All DSHS programs and field operations shall develop and implement procedures that are in compliance with Policy 7.20 and include the following:

1. Notify clients who are deaf, hard of hearing, or deaf-blind of their right to request an auxiliary aid (see definition, pg. 2) and inform them of the process to submit this request;
2. Ask the client what their primary method of communication is (i.e., American Sign Language (ASL), English-based signs, oral or tactile interpreting, lip reading without an interpreter, note writing, braille, large print, real time captioning, etc.);
3. Work with the client to develop a list of names of certified and qualified interpreters who effectively meet their communication needs;
4. Provide cultural awareness and sensitivity training to staff with assistance from ODHHS to effectively provide services to clients who are deaf, deaf-blind, or hard of hearing;
5. Inform clients who are deaf, deaf-blind or hard of hearing of the grievance procedures available to them through NAD and RID through consultation with ODHHS;
6. Establish local and regional methods on how to obtain sign language interpreter services; and
REGISTRY OF INTERPRETERS FOR THE DEAF, INC.
CODE OF ETHICS

The Registry of Interpreters for the Deaf, Inc. refers to individuals who may perform one or more of the following services.

Interpret
Spoken English to American Sign Language
American Sign Language to Spoken English

Transliterate
Spoken English to Manually Coded English/Pidgin Signed English
Pidging Signed English/Manually Coded English to Spoken English
Spoken English to Paraphrased Non-audible Spoken English

Gesticulate/Mime, etc.
Spoken English to Gesture, Mime, etc.
Gesture, Mime, etc., to Spoken English

The Registry of Interpreters for the Deaf, Inc. has set forth the following principles of ethical behavior to protect and guide the interpreter/transliterator, the consumers (hearing and hearing impaired), and the profession, as well as to insure for all, the right to communicate.

This Code of Ethics applies to all members of the Registry of Interpreters for the Deaf, Inc. and all certified non-members.

While these are general guidelines to govern the performance of the interpreter/transliterator generally, it is recognized that there are ever increasing numbers of highly specialized situations that demand specific explanations, it is envisioned that the RID, Inc. will issue appropriate guidelines.

1. INTERPRETERS/TRANSLITERATORS SHALL KEEP ALL ASSIGNMENT RELATED INFORMATION STRICTLY CONFIDENTIAL.

2. INTERPRETERS/TRANSLITERATORS SHALL RENDER THE MESSAGE FAITHFULLY, ALWAYS CONVEYING THE CONTENT AND SPIRIT OF THE SPEAKER, USING LANGUAGE MOST READILY UNDERSTOOD BY THE PERSON(S) WHOM THEY SERVE.

3. INTERPRETERS/TRANSLITERATORS SHALL NOT COUNSEL, ADVICE, OR INTERJECT PERSONAL OPINIONS.

4. SERVICE PROVIDERS SHALL ACCEPT ASSIGNMENTS USING DISCRETION WITH REGARD TO SKILL, SETTING, AND THE CONSUMERS INVOLVED.
Interpreter services may be obtained through the following agencies:

Department of Social and Health Services
Office of Deaf and Hard of Hearing Services
PO Box 45300
Olympia, WA 98504-5300
(360) 902-8000 Voice
(360) 753-0699 TTY
FAX (360) 902-0855

Community Service Center for the Deaf and Hard of Hearing
1609 - 19th Avenue
Seattle, WA 98122
(206) 322-4996 voice/TTY
FAX (206) 720-3251

Tacoma Area Coalition of Individuals with Disabilities (The TACID Center)
6315 South 19th Avenue
Tacoma, WA 98465
(253) 565-9000 voice/TTY
FAX (253) 565-5578

Eastern Washington Service Center for the Deaf and Hard of Hearing
North 1206 Howard Street
Spokane, WA 99201
(509) 328-9220 voice
(509) 328-3772 TTY
FAX (509) 625-5268

Central Washington Service Center for the Deaf and Hard of Hearing
303 South 12th Avenue
Yakima, WA 98902
(509) 452-9823 voice/TTY
FAX (509) 575-3926

Southwest Washington Service Center for the Deaf and Hard of Hearing
1715 Broadway Street
Vancouver, WA 98663-3436
(360) 695-3364 voice
(360) 695-9720 TTY
FAX (360) 694-2706

Mike Lingg Service Center for the Deaf and Hard of Hearing
PO Box 3582
Tri-Cities, WA 99303-3582
(509) 582-6435 voice
(509) 582-5171 TTY
FAX (509) 582-7473
National Association of the Deaf (NAD) - A national professional association, which developed testing materials for certification of sign language interpreters. The test is administered locally by the Washington State Association of the Deaf (WSAD).

Level 5 - Master: Holders of this certificate have demonstrated the ability to both interpret between English and ASL, and transliterate between English and Signed English or Pidgin Signed English (PSE). The interpreter is qualified to interpret in all settings, including mental health, medical and Felony A legal.

Level 4 - Advanced: Holders of this certificate have demonstrated the same abilities as mentioned above but did not achieve the master level. The interpreter is qualified to interpret in all settings.

Level 3 - Generalist: Holders of this certificate have demonstrated sufficient skill in interpreting or transliterating but did not score high enough for the advanced or master levels. Qualified to interpret in most settings but did not achieve advanced or master level.

RID AND NAD CERTIFICATION EQUIVALENTS

Certifications

<table>
<thead>
<tr>
<th>RID</th>
<th>WSAD/NAD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL/RSC/MCSC</td>
<td>5 - Master</td>
</tr>
<tr>
<td>CSC/CI-CT/OIC:C</td>
<td>4 - Advanced</td>
</tr>
<tr>
<td>CI or CT or IC/TC</td>
<td>3 - Generalist</td>
</tr>
</tbody>
</table>
9. **Impartiality -- Conflict of Interest**
Interpreters/translators shall disclose any real or perceived conflict of interest, which would affect their objectivity in the delivery of service. Providing interpreting or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.

10. **Professional Demeanor**
Interpreters/translators shall be punctual, prepared, and dressed in a manner appropriate and not distracting for the situation.

11. **Scope of Practice**
Interpreters/translators shall not counsel, refer, give advice, or express personal opinions, to individuals for whom they are interpreting/translating, or engage in any other activities, which may be construed to constitute a service other than interpreting/translating. Interpreters/translators are prohibited from having unsupervised access to clients, including but not limited to phoning clients directly.

12. **Reporting Obstacles to Practice**
Interpreters/translators shall assess at all times their ability to interpret/translate. Should interpreters/translators have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation. Interpreters/translators may remain until more appropriate interpreters/translators can be secured.

13. **Ethical Violations**
Interpreters/translators shall immediately withdraw from encounters they perceive as violations of this Code. Any violation of the Code of Professional Conduct may cause termination of the contract.

14. **Professional Development**
Interpreters/translators shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

**THIS CODE APPLIES TO ALL PERSONS PROVIDING LANGUAGE INTERPRETING OR TRANSLATION SERVICES AND MUST BE COMPLIED WITH AT ALL TIMES.**
FRAMEWORK FOR ALL NSMHA ACTIVITIES

Adopted by the NSMHA Board of Directors
July 14, 2005
Motion #05-051

The NSMHA proposes the following core values and principles and key elements of consumer care. This framework will be the basis for all NSMHA activities and contracts. It is also intended that all NSMHA activities and contracts will be in compliance with the regulatory requirements of WAC, MHD Contract, and Clinical Eligibility and Care Standards. These assumptions are based on a consumer driven mental health services and Recovery model focusing on strength-based concepts and the provision of responsive, effective, and improved services throughout the region.

I. CORE VALUES AND PRINCIPLES – KEY ELEMENTS OF CONSUMER CARE

A. Eligibility / Access
1) Eligible Consumers shall have timely access to medically necessary Mental Health Services and supports.
2) Screening and assessment shall be provided on a 24-hour, 365-day basis.
3) NSMHA requires a no decline policy that assures the provision of medically necessary mental health services.
4) There shall be a single entry point by which services are most easily accessed. Such entry point shall be provided on a 24 hour, 365-day basis throughout the region.
5) All parts of the mental health system will assist consumers in obtaining access to appropriate services.
6) Consumer access to specific mental health support or treatment services shall not be dependent on consumer willingness to participate in other (concurrent) treatment options.

B. Consumer Services / Consumer Rights
1) Consumer services shall, at all times, be rendered with dignity, respect, courtesy, and fairness
2) Consumer participation, voice, and satisfaction with services
3) Consumer’s individual and cultural differences shall be honored through culturally competent service provision.
4) Continuity of care shall be provided with seamless access.
5) Consumer confidentiality.
6) Consumers shall be provided with maximum alternatives and choice in matters of their care.
7) There shall be an integrated inpatient/outpatient system.
8) Homeless consumers shall be provided with mental health services.
9) The NSMHA supports the Mental Health Division Consumer Rights at the provider level
10) Active provider outreach and engagement for enrolled or unserved consumers are required.
11) Mental Health crisis workers shall have access to current crisis plans and individual treatment plans at all times. The NSMHA supports a meaningful information system for all mental health professionals that provides ready access to information regarding the specific consumer’s crisis plans and individualized treatment plans.
12) There shall be comprehensive complaint and grievance service made available (and tracked) at all levels of the system.
NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA 7.01 Policy – Provider P&P Grid – Quality Management Plan – links

The NSMHA 7.01 Policy is available on the NSMHA Website at http://www.nsmha.org/Policies/Sections/6000/6001.00.pdf

The NSMHA Provider Policy and Procedure Grid is available on the NSMHA Website at http://www.nsmha.org/Policies/Default.asp

BUSINESS ASSOCIATE AGREEMENT

North Sound Mental Health Administration
and
San Juan County

This Business Associate Agreement ("Agreement"), is entered into by and between North Sound Regional Support Network, dba North Sound Mental Health Administration ("NSMHA") on behalf of itself, and its current and future subsidiaries and affiliates, and San Juan County ("Business Associate"), including all current and future lines of business, affiliates, and subsidiaries. NSMHA and Business Associate may have entered into various arrangements, and may in the future enter into additional arrangements (collectively, the "Contracts") pursuant to which Business Associate provides various items or services to NSMHA or for NSMHA's clients. This Agreement modifies and supplements the terms and conditions of the Contracts, and the provisions set forth herein shall be deemed a part of the Contracts.

1. Definitions. The federal privacy regulations at 45 CFR, parts 160 and 164 and the Health Insurance Portability and Accountability Act (42 USC Section 201, et seq.), shall be collectively referred to herein as "HIPAA". All capitalized terms used in this Agreement have the meaning defined in HIPAA, unless otherwise defined herein.

2. 1. Purpose: Protected Health Information (PHI). The purpose of this Agreement is to provide assurances regarding our respective responsibilities to maintain strict confidentiality under applicable Federal and State laws and regulations relating to NSMHA’s patient medical information, financial information, and other patient identifiable health information to which Business Associate gains access pursuant to the Contracts (collectively “PHI”). For purposes of this Agreement, PHI shall be defined consistent with 45 CFR, Section 164.501. The provisions of this Agreement are specifically intended to meet the Business Associate contract requirements of the HIPAA privacy standards spelled out in Section 45 CFR, Section 164.504. Business Associate and NSMHA intend that their respective privacy and security policies, procedures, and practices shall meet (or exceed to the extent provided herein) all applicable Federal and State requirements pertaining to the privacy and confidentiality of PHI as soon as possible, but in no event later than the mandatory HIPAA compliance date.

3. Confidentiality of PHI. Business Associate shall comply with all applicable Federal and State laws and regulations relating to maintaining and safeguarding the confidentiality of PHI. Business Associate shall assure that Business Associate’s employees, subcontractors, and agents comply with such laws and regulations and the provisions of this Agreement. Neither Business Associate nor any of its employees, subcontractors, or agents shall use or further disclose PHI in any manner that would violate the requirements of this Agreement or the HIPAA privacy regulations as set forth in 45 CFR, Sections 160 and 164. Business Associate may use and disclose PHI when necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s specific legal responsibilities pursuant to the Contracts. Business Associate shall not request or disclose more information than the minimum amount necessary to allow Business Associate to perform its functions pursuant to the Contracts. Business Associate shall not use or further disclose PHI in any manner that would violate the HIPAA privacy standards as set forth in 45 CFR, Sections 160 and 164.
12. **Termination of Applicable Contract.** NSMHA shall have the right to terminate any or all of the Contracts if Business Associate has violated a material term of this Agreement. Upon any such termination, Business Associate shall promptly return or destroy all PHI received from NSMHA in connection with the terminated Contracts. If the return or destruction of PHI is not feasible, Business Associate shall continue the protections required under this Agreement to the PHI consistent with the requirements of this Agreement and the HIPAA privacy standards. In the event that Business Associate ceases to do business or otherwise terminates its relationship with NSMHA, Business Associate agrees to promptly return or destroy all PHI received from NSMHA in a timely manner. Business Associate may not assign this Agreement, in whole or in part, without NSMHA's prior consent. All terms and conditions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

13. **Business Associate's Privacy and Security Policies and Practices.** Business Associate's privacy and security policies and practices shall meet or exceed current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan designed to provide assurances that the requirements of this Agreement are met. Business Associate shall:

   a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of NSMHA's electronic PHI;
   
   b. Ensure that Business Associate's agents and subcontractors to whom it provides PHI, implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of NSMHA's PHI; and
   
   c. Report to NSMHA any security incident of which it becomes aware.

14. **Miscellaneous.**

   a. **Indemnification.** Business Associate hereby agrees to indemnify and hold NSMHA and its officers, directors, employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by Business Associate, or its employees or agents. The provisions of this section shall survive termination of this Agreement.

   b. **Insurance.** Upon written request of NSMHA, Business Associate shall obtain and maintain, at its sole expense, during the term of this Agreement liability insurance on an occurrence basis with responsible insurance companies acceptable to NSMHA and covering claims based upon a violation of any of the HIPAA Privacy standards or any applicable state law or regulation concerning the privacy of patient information in amount specified by NSMHA in its request. NSMHA reserves the right to require that such insurance policy shall name NSMHA as an additional named insured and shall provide for 30 days prior written notice to NSMHA in the event of any decrease, cancellation, or non-renewal of such insurance. A copy of such policy or a certificate evidencing the policy shall be provided to NSMHA upon written request.

   c. **Independent Contractor.** Under this Agreement, Business Associate shall at all times be acting and performing in the status of independent contractor to NSMHA. Business Associate shall not be deemed a partner or joint venturer of NSMHA. No person employed by Business Associate will be an employee of NSMHA, and NSMHA shall have no liability for payment of any wages, payroll taxes, and other expenses of employment for any employee of Business Associate. Business Associate is constituted the agent of NSMHA only for the purpose of, and to the extent necessary to, carrying out its obligations under this Agreement.
## North Sound Mental Health Administration San Juan County Administrative Contract for 2011

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NORTH SOUND MENTAL HEALTH ADMINISTRATION

OMBUDS AND QUALITY REVIEW TEAM (QRT) SERVICES

I. PURPOSE

Ombuds, when requested, investigate and advocate on behalf of consumers while working to resolve any complaint regarding mental health services for service recipients.

QRTs are responsible for independently reviewing the performance of the regional support network and its service providers.

SAN JUAN COUNTY shall assure:

a. Ombuds and QRT have access to the SAN JUAN COUNTY and all subcontractors regarding:

i. The quality of care provided to public mental health consumers;
ii. The degree to which services are service recipient focused/directed;
iii. SAN JUAN COUNTY quality management activities;
iv. The extent of development of alternatives to hospitalizations, cross-system coordination and range of treatment options; and

b. Ombuds and QRT shall have the authority to enter into a SAN JUAN COUNTY facility for purposes of outreach, fact finding, assessing systemic customer service issues, and to resolve individual complaints or systemic issues related to the contracted services, provided that reasonable time, notice, and confidentiality requirements are met.

c. Ombuds and QRT shall have access to SAN JUAN COUNTY personnel for purposes of outreach, fact-finding, assessing systemic consumer service issues, and to resolve individual complaints or systemic issues related to the contracted services, provided that reasonable time, notice, and confidentiality requirements are met.

d. Assure Ombuds and QRT have the ability to perform their duties free of retaliation and demonstrate effective intervention on behalf of Ombuds should retaliation issues arise.

II. PROCEDURE

Ombuds and QRT submit semi-annual reports for broad distribution to at least the following stakeholders:

a. SAN JUAN COUNTY Administrator/Governing Board/Advisory Board
b. Local consumer/family advocate groups
c. Service Area mental health advisory boards
d. Public mental health providers
e. MHD

SAN JUAN COUNTY and all subcontractors shall consider Ombuds and QRT findings and reports in good faith. SAN JUAN COUNTY and subcontractors shall demonstrate how Ombuds reports, recommendations and findings are analyzed, and how decisions are made regarding follow-up activities and interventions, as well as, demonstrate how issues are addressed and incorporated into ongoing operations, including but not limited to, contracting activities and other management decisions.