Great Rivers Inter-Local Agreement
5177 Diversion Program Services

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

Pacific County		Contract Start Date:	**April 15, 2016**
7013 Sandridge Road		Contract End Date:	**June 30, 2017**
Long Beach, WA 98631		Budget Authority:	**DSHS 5177 Funds**
Telephone: (360) 642-9349		Contract Number:	20160151
Program Contact:	**Mary P. Goelz**		
Great Rivers Contact:	**Marc Bollinger**		
DUNS			
Tax ID Number			

Pacific County hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

FOR GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION:

_____
Edna J. Fund
Great Rivers Governing Board Chair

_____
Date

FOR PACIFIC COUNTY:

_____
Frank Wolfe, Chair
Board of County Commissioner

_____
Date

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

1.1. **Agreement** means this Great Rivers and Contractor Agreement on General Terms and Conditions, Special Terms and Conditions and Exhibits and other documents attached or incorporated by reference.

1.2. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.ecfr.gov.

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

1.4. **Contractor** means the BHA entity with which Great Rivers enters into this Agreement.

1.5. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

1.6. **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington.

1.7. **DSHS Representative** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.

1.8. **Data Universal Numbering System (DUNS)** means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

1.9. **Encrypt** means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.

1.10. **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between Great Rivers and the BHA.

1.11. **Great Rivers** means Great Rivers Behavioral Health Organization. Great Rivers is a BHO within Cowlitz County, Grays Harbor County, Lewis County, Pacific County and Wahkiakum County.

1.12. **Owner** means a person who is a director, officer, partner, or a person or corporation with beneficial ownership of more than 5 percent of an entity's equity.

1.13. **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances,

education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

1.14. **Physically Secure** means that access is restricted through physical means to authorized individuals only.

1.15. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

1.16. **Secretary** means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.

1.17. **Secured Area** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

1.18. **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.

1.19. **Tracking** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

1.20. **Trusted Systems** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

1.21. **USC** means the United States Code. All references in this Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpo.gov/uscode/.

1.22. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. AMENDMENT.

This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. ASSIGNMENT.

Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the Great Rivers CEO and the written assumption of the Contractor's obligations by the third party.

4. BILLING LIMITATIONS.

Unless otherwise specified in this Agreement, Great Rivers shall not pay any claims except for those described in Exhibit A.

5. COMPLIANCE WITH APPLICABLE LAW.

At all times during the term of this Agreement the Contractor and Great Rivers shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulation.

6. CONFIDENTIALITY.

6.1. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated there under, except:

6.1.1. As provided by law; or,

6.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

6.2. The Contractor and Great Rivers shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

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

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

6.2.3. Ensure the security of Confidential Information transmitted via fax (facsimile) by:

6.2.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

6.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

6.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.

6.2.4. Sending paper documents containing Confidential Information via a Trusted System.

6.2.5. Following the requirements of the Great Rivers Data Security Requirements Exhibit B (attached to this contract).

6.3. Upon request by Great Rivers, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to Great Rivers or Contractor shall certify in writing that they will employ a Great Rivers approved method to destroy the information at the end of any required records retention period. Contractor may obtain information regarding approved destruction methods from the Great Rivers contact identified on the cover page of this Agreement.

6.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

6.5. The compromise or potential compromise of Confidential Information must be reported to Great Rivers Contact designated on this Agreement within five (5) business days of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law, or Great Rivers.

7. CONTRACTOR CERTIFICATION REGARDING ETHICS.

By signing this Agreement, the Contractor certifies that the Contractor will be in compliance with Great Rivers Code of Ethical Conduct throughout the term of this Agreement.

8. DEBARMENT CERTIFICATION.

The Contractor, by signature to this Contract, certifies that the Contractor and any Owners is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. The Contractor shall immediately notify Great Rivers if, during the term of this Contract, Contractor becomes debarred. Great Rivers may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof. The Contractor also agrees to include the above requirements in all subcontracts in which it enters.

9. DISPUTES.

When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute.

9.1. The Contractor and Great Rivers shall attempt to resolve the dispute through informal means between the Contractor and the Great Rivers CEO.

9.2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to Chair, Great Rivers Governing Board, P.O. Box 1447, Chehalis, WA 98632. The written submission must contain the following information:

9.2.1. The Contractor's Contact for the issue.

9.2.2. The Issue in dispute.

9.2.3. The Contractor's position on the issue.

9.3. The Great Rivers Governing Board Chair may request additional information from the Contractor. The Chair shall issue a written review decision to the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue. The review decision shall be provided to the Contractor.

9.4. If the Contractor disagrees with the written review decision by the Chair, the Contractor may request the full Great Rivers Governing Board review all information supplied by both parties up to that point. The Governing Board shall issue a final written decision to the Contractor within thirty (30) calendar days of receipt of all requested information.

9.5. Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that this dispute resolution process is the sole administrative remedy available under this Agreement.

10. ENTIRE AGREEMENT.

This Agreement, including all documents attached to or incorporated by reference, shall contain all the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. GOVERNING LAW AND VENUE.

The laws of the State of Washington govern this Agreement. In the event of a lawsuit by either party involving this Agreement, venue shall be proper only in Lewis County, Washington.

12. HIPAA COMPLIANCE.

Preamble: This section of the Agreement (referred to as "Contract" in this section") is the Business Associate Agreement as required by HIPAA.

12.1. **Definitions.**

12.1.1. **Business Associate**, as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

12.1.2. **Business Associate Agreement** means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

12.1.3. **Breach** means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

12.1.4. **Covered Entity** means Great Rivers, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care

components.

12.1.5. **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

12.1.6. **Electronic Protected Health Information** (**EPHI**) means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

12.1.7. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

12.1.8. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

12.1.9. **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

12.1.11. **Protected Health Information** (**PHI**) means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

12.1.12. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

12.1.13. **Subcontractor** as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

12.1.14. **Use** includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

12.2. **Compliance**. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

12.3. **Use and Disclosure of PHI**. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

12.3.1. **Duty to Protect PHI**. Business Associate shall protect PHI and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

12.3.2. **Minimum Necessary Standard**. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

12.3.3. **Disclosure as Part of the Provision of Services**. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

12.3.4. **Use for Proper Management and Administration**. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

12.3.5. **Disclosure for Proper Management and Administration**. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

12.3.6. **Impermissible Use or Disclosure of PHI**. Business Associate shall report to Great Rivers in writing all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a

Business Associate), as well as any Security Incident of which it becomes aware. Upon request by Great Rivers, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

12.3.7. **Failure to Cure.** If Great Rivers learns of a pattern or practice of the Business Associate's obligations under the terms of this Contract and reasonable steps by Great Rivers do not end the violation, Great Rivers shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

12.3.8. **Termination for Cause**. Business Associate authorizes immediate termination of this Contract by Great Rivers, if Great Rivers determines that Business Associate has violated a material term of this Business Associate Agreement. Great Rivers may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

12.3.9. **Consent to Audit**. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of Great Rivers, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

12.3.10. **Obligations of Business Associate upon Expiration or Termination**. Upon expiration or termination of this Contract for any reason, with respect to PHI received from Great Rivers, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of Great Rivers, Business Associate shall:

12.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

12.3.10.2. Return to Great Rivers or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

12.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

12.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in

the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

12.3.10.5. Return to Great Rivers or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

12.3.11. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

12.4. **Individual Rights.**

12.4.1. **Accounting of Disclosures.**

12.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

12.4.1.2. Within ten (10) business days of a request from Great Rivers, Business Associate shall make available to Great Rivers the information in Business Associate's possession that is necessary for Great Rivers to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

12.4.1.3. At the request of Great Rivers or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

12.4.1.4. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

12.4.2. **Access.**

12.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by Great Rivers or the Individual as necessary to satisfy Great Rivers' obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

12.4.2.2. When the request is made by the Individual to the Business Associate or if Great Rivers asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by Great Rivers, the Business Associate shall provide the records to Great Rivers within ten (10) business days.

12.4.3. **Amendment.**

12.4.3.1. If Great Rivers amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and Great Rivers has previously provided the PHI or record that is the subject of the amendment to Business Associate, then Great Rivers will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

12.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by Great Rivers or as necessary to satisfy Great Rivers' obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

12.5. **Subcontracts and Other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

12.6. **Obligations.** To the extent the Business Associate is to carry out one or more of Great Rivers' obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to Great Rivers in the performance of such obligation(s).

12.7. **Liability.** Within ten (10) business days, Business Associate must notify Great Rivers of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform Great Rivers of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

12.8. **Breach Notification.**

12.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from Great Rivers or involving Great Rivers' clients, Business Associate will take all measures required by state or federal law.

12.8.2. Business Associate will notify Great Rivers within one (1) business day of discovery by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

12.8.3. Business Associate will notify the Great Rivers Contact shown on the cover page of this Contract within five (5) business days by telephone or e-mail of any potential Breach of security or privacy of PHI by the

Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the Great Rivers Contact. Business Associate will coordinate and cooperate with Great Rivers to provide a copy of its investigation and other information requested by Great Rivers, including advance copies of any notifications required for Great Rivers review before disseminating and verification of the dates notifications were sent.

12.8.4. If Great Rivers or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

12.8.4.1. requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

12.8.4.2. requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

12.8.4.3. requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

12.8.4.4. Great Rivers will take appropriate remedial measures up to termination of this Contract.

12.9. **Miscellaneous Provisions.**

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

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

13. INDEPENDENT STATUS.

For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of Great Rivers and that an independent contractor relationship will be created by this Agreement. The Contractor shall not hold out itself or any of its employees as, nor claim

status as, an officer, employee, or agent of Great Rivers. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of Great Rivers. The Contractor shall indemnify and hold harmless Great Rivers from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

14. INSPECTION.

Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of the Agreement unless otherwise extended until all litigation, claims, or audit findings involving the records have been resolved as described in Section 18. Maintenance of Records, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. INSURANCE.

15.1. Great Rivers certifies that it is a member of a risk pool as provided by RCW 48.62 and RCW 39.34., and shall pay for losses for which it is found liable.

15.2. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.

15.2.1. 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. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. Great Rivers, its elected and appointed officials, agents, and employees shall be named as additional insureds.

16. LAWSUITS.

Nothing in this Agreement shall be construed to mean that the Contractor, a County, BHA, or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.

17. LOBBYING PROHIBITED.

Federal Funds must not be used for lobbying activities as defined in 2 CFR 200.450, as amended.

18. MAINTENANCE OF RECORDS.

18.1. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, the Contractor shall maintain records sufficient to:

18.1.1. Document performance of all acts required by law, regulation, or this Agreement, including but not limited to maintaining the content of all medical records in a manner consistent with the utilization control requirements of 42 CFR 456, 42 CFR 456.111, and 42 CFR 456.211.

18.1.2. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Great Rivers and all expenditures made by the Contractor to perform as required by this Agreement.

18.1.3. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

18.2. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, audit or other legal action involving the records is started before the expiration of the six (6) year period, the records subject to this section shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

19. ORDER OF PRECEDENCE.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

19.1. Applicable federal and State of Washington statutes and regulations.

19.2. The **General** Terms & Conditions of this Agreement.

19.3. The **Special** Terms & Conditions of this Agreement.

19.4. Any **Exhibits** attached or incorporated into this Agreement by reference.

20. OWNERSHIP OF MATERIAL.

Material created by the Contractor and paid for by Great Rivers as a part of this Agreement shall be owned by Great Rivers and shall be "work made for hire" as defined by Title 17 USC, Section 101. 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 uses to perform this Agreement but is not created for or paid for by Great Rivers is owned by the Contractor and is not "work made for hire"; however, Great Rivers shall have a perpetual license to use this material for Great Rivers internal purposes at no charge to Great Rivers, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. RESPONSIBILITY.

Contractor shall be responsible for and shall defend, indemnify and hold Great Rivers harmless (including all costs and attorneys' fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of government fines or penalties resulting from the acts or omissions of the Contractor and of subcontractors related to the performance of this contract. Great Rivers shall be responsible and shall defend, indemnify and hold Contractor harmless (including costs and attorneys' fees) from all claims for personal injury,

property damage and /or disclosure of confidential information and/or imposition of government fines or penalties resulting from the acts or omissions of Great Rivers related to the performance of this contract.

22. SEVERABILITY.

The provisions of this Agreement are severable. If any court holds invalid any provision of this Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement.

23. SUBCONTRACTING.

The Contractor may subcontract services to be provided under this Agreement, unless otherwise specified within this Agreement. If Great Rivers, the Contractor, and a subcontractor of the Contractor are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement, then Great Rivers shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than Great Rivers and the Contractor. This provision shall not apply in the event of a settlement by either Great Rivers or the Contractor.

24. SUBRECIPIENTS.

24.1. **General.** If the Contractor is a subrecipient of federal awards as defined by the 2 CFR Part 200 and this Agreement, the Contractor shall:

24.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

24.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

24.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

24.1.4. Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

24.1.5. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

24.1.6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C D E, and G, and 28 CFR

Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

24.2. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

24.2.1. Submit to the Great Rivers contact person, listed on the first page of this Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

24.2.2. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

24.3. **Overpayments.** If it is determined by Great Rivers, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement, Great Rivers may require the Contractor to reimburse Great Rivers in accordance with 2 CFR Part 200.

25. SURVIVABILITY.

The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to, the following Sections: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Treatment of Property.

26. TERMINATION DUE TO CHANGE IN FUNDING, CONTRACT RENEGOTIATION OR SUSPENSION.

If the funds Great Rivers relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Agreement:

26.1. At Great Rivers' discretion, this Agreement may be renegotiated under the revised funding conditions.

26.2. At Great Rivers' discretion, Great Rivers may give notice to Contractor to suspend performance when Great Rivers determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

26.2.1. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

26.2.2. When Great Rivers determines that the funding insufficiency is

resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to Great Rivers informing Great Rivers whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.

26.2.3. If the Contractor's proposed resumption date is not acceptable to Great Rivers and an acceptable date cannot be negotiated, Great Rivers may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

26.3. Great Rivers may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Great Rivers in the event the termination in this section is exercised.

27. TERMINATION FOR CONVENIENCE.

Great Rivers CEO may terminate this Agreement in whole or in part for convenience by giving the Contractor at the least ninety (90) days calendar days' written notice addressed to the Contractor. The Contractor may terminate this Agreement for convenience by giving Great Rivers at least ninety (90) days calendar days' written notice addressed to the Great Rivers CEO.

28. TERMINATION FOR DEFAULT.

28.1. Great Rivers CEO may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if Great Rivers has a reasonable basis to believe that the Contractor has:

28.1.1. Failed to meet or maintain any requirement for contracting with Great Rivers;

28.1.2. Failed to protect the health or safety of any Great Rivers client;

28.1.3. Failed to perform under any term or condition of this agreement, or any provision of this Agreement;

28.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

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

28.2. Before Great Rivers CEO may terminate this Agreement for default, Great Rivers shall provide the Contractor with written notice of the Contractor's noncompliance with this Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, Great Rivers CEO may then terminate this Agreement. Great Rivers CEO may terminate this Agreement for default without such written

notice and without opportunity for correction if Great Rivers has a reasonable basis to believe that a client's health or safety is in jeopardy.

28.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to Great Rivers, if the Contractor has a reasonable basis to believe that Great Rivers has:

28.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;

28.3.2. Failed to perform under any provision of this Agreement;

28.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

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

28.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide Great Rivers with written notice of Great Rivers' noncompliance with the agreement and provide Great Rivers a reasonable opportunity to correct Great Rivers' noncompliance. If Great Rivers does not correct Great Rivers' noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the agreement.

29. EXPIRATION PROCEDURE.

The following provisions apply in the event this Agreement is terminated or expires:

29.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions including those contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

29.2. The Contractor shall promptly deliver to Great Rivers business office, all Great Rivers assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return Great Rivers' property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of Great Rivers that is in the possession of the Contractor pending return to Great Rivers.

29.3. Great Rivers shall be liable for and shall pay for only those services authorized and provided through the effective date of termination or expiration. Great Rivers may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by Great Rivers.

29.4. If Great Rivers terminates this Agreement for default, Great Rivers may withhold a sum from the final payment to the Contractor that Great Rivers determines is necessary to protect Great Rivers against loss or additional liability occasioned by the alleged default. Great Rivers shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this

Agreement except as to the limitations set forth in "Lawsuits" Section of this Agreement.

29.5. If the Contractor at any time decides it shall no longer be a service provider within Great Rivers mental health system for any reason, the Contractor must provide the Great Rivers contact person, or successor, listed on the first page of this Agreement with written notice at least ninety (90) calendar days prior to the effective date of termination and work with Great Rivers to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to BHO clients. The transition plan shall address all issues leading to the transition of the agency function to Great Rivers such as the payment and encounter reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.

30. TREATMENT OF CLIENT PROPERTY.

30.1. Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property, except when the client's property is held in evidence or when access to the property could endanger public safety..

30.2. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs.

30.3. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's Authorized Representative all of the client's personal property.

30.4. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of lawful or unlawful weapons and drugs).

31. TREATMENT OF PROPERTY.

Title to all property purchased or furnished by Great Rivers for use by the Contractor during this Contract term shall remain with Great Rivers. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by Great Rivers under this Contract shall pass to and vest in Great Rivers. The Contractor shall protect and maintain all Great Rivers property in its possession against loss or damage and shall return Great Rivers' property to Great Rivers upon Contract termination or expiration.

32. WAIVER.

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, "Amendment". Only the Great Rivers Governing Board or designee has the authority to waive any term or condition of this Agreement on behalf of Great Rivers.

SPECIFIC TERMS AND CONDITIONS

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to arrange for Contractor to implement a Mental Health Diversion Program (MHDP) with community partners, including the courts, Great Rivers, prosecuting attorneys, and behavioral health providers to provide services to Participants. The Program will provide an alternative to incarceration by allowing prosecutors to use their discretion to dismiss a Qualifying Charge without prejudice if the issue of competency is raised and the Participant undergoes a mental health, substance abuse, or developmental disability assessment to determine his or her appropriate service needs and agrees to participate in a program to address those needs. The intent of the Program is to divert defendants charged with Qualifying Crimes away from incarceration and hospitalization and into needed behavioral health treatment which will be delivered in the community setting, whenever possible.

Contractor's Program shall promote recovery and improve individual outcomes for who have been charged with Qualifying Crimes and shall reduce time spent in jail and in the State Hospitals by persons with mental illnesses. The Program shall promote system collaboration by allowing participating communities to partner with providers, prosecutors, jails, and defense counsel in building and supporting an innovative program tailored to their population needs.

Period of Performance – This Agreement is in effect from **April 15, 2016 through June 30, 2017.** Contractor understands that continued funding for the Program described in this Contract may not be available following the expiration of this Contract. Notwithstanding any expiration of this Contract or decision to discontinue the Program, Contractor shall, for Participants referred to Contractor prior to the expiration of the Contract, arrange for those Participants to complete all required services.

2. DEFINITIONS

2.1. **Diversion Program** or **Program** means the activities carried out by the Contractor to coordinate the functions of a group of community partners to permit the identification and support of Participants to receive an assessment and services in lieu of prosecution of charges.

2.2. **Participant** shall refer to an individual who had a Qualifying Charge dismissed without prejudice and has been referred to the Program.

2.3. **Qualifying Charge** shall refer to a current misdemeanor or non-violent felony charge with respect to an individual for whom the issue of competency has been raised and who has neither a current charge nor a prior conviction for (1) a violent offense or sex offense as defined in RCW 9.94A.030 or (2) a violation of RCW 9A.36.031 (a) (d), (f) or (h).

3. STATEMENT OF WORK

3.1. The Contractor provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth on Exhibit C to this Contract, which is attached hereto and incorporated herein.

4. PAYMENT

4.1. 5177 Diversion Program Services funds will be paid in the amount outlined in Exhibit A., Payment and Budget Provisions.

4.2. During the term of this Contract, payments are made on or about the fifteenth (15th) day of each month following the month of service. The Contractor shall be responsible to provide all behavioral health services through the end of the month for which they are legally obligated by this agreement.

4.2.1. Each payment shall be reduced by the amount paid by Great Rivers on behalf of the Contractor for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, Great Rivers shall withhold the amount in question from the final payment until the dispute is resolved.

4.2.2. Great Rivers will withhold fifty percent (50%) of the final payment under this Agreement until all final reports and data are received and accepted by Great Rivers, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.

4.3. Contractor must pursue and report all Third Party Revenue related to services provided under this Agreement.

4.4. Great Rivers must not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Great Rivers will not pay for any services provided prior to the start date of this Agreement.

5. USE OF CONTRACT FUNDS.

Program Funding provided under this Contract is for a limited period of time. Contractor is expected to use funding efficiently and to track outcomes in order to evaluate whether investment in the Program is having the intended impact. In order to make the Program as cost effective as possible, to the extent that another source of reimbursement is available for a cost associated with the Program, Contractor shall use reasonable efforts to utilize such source before utilizing Program Funds. Funds should be used for treatment related activities only after other reimbursement sources have been exhausted. Contract funds made available to Contractor during the term of this Contract or that remain at the expiration of this Contract must be used exclusively for the implementation of the Program activities including payment for services provided to Participants.

6. BACKGROUND CHECKS (RCW 43.43.832, WAC 388-877 AND 388-877B)

6.1. Background Checks (RCW 43.43.832, WAC 388-877 and 388-877B). The Contractor must ensure a criminal background check is conducted on all staff members; case managers, outreach staff members, etc.; and volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

6.2. Background checks shall be done

6.2.1. At the time of the initial employment decisions. (RCW 43.43.834(5)).

6.2.2. When an employer knows or has reason to believe that a disqualifying conviction or finding occurred after completion of the most recent background check. (RCW 43.43.832(8)(d)).

7. PROGRAM DESIGN AND IMPLEMENTATION

Contractor and its community partners shall be responsible for the design and implementation of the Program. Contractor shall be responsible for securing appropriate releases, consents and court orders as needed to carry out the activities comprising the Program in a manner that complies with all applicable laws including, but not limited to, laws and regulations governing the disclosure of personal health information.

8. PROGRAM ACTIVITIES UPON EXPIRATION OF CONTRACT.

Contractor understands that continued DSHS funding for the Program described in this Contract may not be available following the expiration of this Contract. Contractor shall consider this fact, and the availability of other funding sources, in determining whether it and its community partners shall continue to operate the Program following the expiration of this Contract. Notwithstanding any expiration of this Contract or decision to discontinue the Program, Contractor shall, for Participants referred to Contractor prior to the expiration of the Contract, arrange for those Participants to complete all required services.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

EXHIBIT A – PAYMENT PROVISIONS

1. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $73,850.00, which shall be payable upon completion of the payment milestones and in accordance with the amounts, deliverables, and dates as set forth in Exhibit D, which is attached hereto and incorporated herein.

2. Payment shall be based on invoices approved by Great Rivers and shall be contingent upon timely receipt and acceptance of all financial and program reports required pursuant to this contract. Invoices should be received by Great Rivers no later than the tenth (10th) of the month. Payment shall be made on or about the 15th of the month following the month of service if required documentation is submitted in a timely manner.

3. Great Rivers shall not be responsible for any financial loss incurred by the Contractor or its subcontractors as a result of performance of services outlined in the Contract.

4. Great Rivers expressly reserves the right to withhold payment in whole or in part when:

   a. The Contractor fails to submit documentation as required by the contract necessary to substantiate claims for payments earned; or

   b. Claims for payments are inconsistent with the terms and conditions of the contract; or

   c. The required reports have not been submitted in a timely fashion.

EXHIBIT B – DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access Great Rivers Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting Great Rivers Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

   a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For Great Rivers Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by Great Rivers on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access Great Rivers Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by Great Rivers on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, Great Rivers Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with Great Rivers Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) Great Rivers data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Great Rivers Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) Great Rivers Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while Great Rivers Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5 Data Disposition.

4. Data Segregation.

a. Great Rivers Data must be segregated or otherwise distinguishable from non-Great Rivers data. This is to ensure that when no longer needed by the Contractor, all Great Rivers Data can be identified for return or destruction. It also aids in determining whether Great Rivers Data has or may have been compromised in the

event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. Great Rivers Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-Great Rivers data. And/or,

c. Great Rivers Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Great Rivers Data. And/or,

d. Great Rivers Data will be stored in a database which will contain no non-Great Rivers data. And/or,

e. Great Rivers Data will be stored within a database and will be distinguishable from non-Great Rivers data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, Great Rivers Data will be physically segregated from non-Great Rivers data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate Great Rivers Data from non-Great Rivers data, then both the Great Rivers Data and the non-Great Rivers data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition**. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to Great Rivers or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	**Will be destroyed by:**
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration

Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Great Rivers shared Data must be reported to the Great Rivers Contact designated in the Contract within one (1) business day of discovery. If no Great Rivers Contact is designated in the Contract, then the notification must be reported to the Great Rivers Privacy Officer. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or Great Rivers.

7. **Data shared with Subcontractors.** If Great Rivers Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the Great Rivers Contact specified for this contract for review and approval.

EXHIBIT C – STATEMENT OF WORK

1. Scope of Work

Contractor shall carry out a Diversion Program within the Contractor's Service Area which shall use its best efforts to serve twenty-five (25) participants during the term of this Contract. Contractor shall design and carry out the Program in conjunction with Key stakeholders identified by Contractor who will include the court administrator, prosecutor, public defender, pre-trial services, Great Rivers, mental health and substance use disorder providers, and jail mental health staff. Contractor shall develop procedures that are satisfactory to legal and behavioral service stakeholders and shall conduct training and education activities relative to the Program with stakeholders. Key stakeholders will meet monthly (initially) for oversight of the model, identify process improvements, review data related to profiles of participants and their needs (identified via assessment), and identify and address barriers and gaps in the service delivery system.

2. Overview

The goal of the MHDP is to improve outcomes for individuals whose misdemeanor criminal acts are clearly attributable to untreated mental illness or co-occurring disorders and connect them to treatment and support services rather than punishment, thereby reducing the burden on the criminal justice system. The MHDP utilizes a Diversion Team model made up from representatives from the Jail, Behavioral Health, Prosecutors Office, and other social services providers as necessary. The Diversion Team meets regularly to monitor client progress towards goals, and modify plans if needed. MHDP will employ a full time intensive case manager/program coordinator who will coordinate monthly Diversion Team meetings, act as liaison between the court and service providers, and provide intensive case management for program participants. MHDP will also support a half time Mental Health Specialist who will conduct assessments, prepare case to be presented to Prosecutor, and develop care plans. Finally, the program will support a half time deputy Prosecutor who will address the matters in District Court, file necessary petitions in Superior Court to commit to treatment (i.e. inpatient, outpatient, involuntary), participate in in-court reviews of petitions filed, and file other necessary matters to ensure compliance.

The MHDP pilot is a scalable Prosecutorial diversion model for small rural counties in Washington State. The MHDP estimates a 1 to 25 staff to client ratio and a half time jail-based Mental Health Professional to assist with assessment, plan development, and data collection. As client caseload increases, we would recommend a proportionate increase in staffing levels to ensure quality. Additional costs related to transportation to crisis providers and for treatment costs for clients outside the traditional mental health care (Medicaid) system are also scalable, but need to be considered.

MHDP is a cost savings program. According to Pacific County Jail Administrator, Pat Matlock, the average cost to house an inmate with mental illness in Pacific County is $130 per day. Pacific County Prosecutor Mark McClain estimates the stay for clients with mental illness who require restoration is much longer than average, or approximately 6 months (versus 30 days average stay). This delay is caused by a variety of factors including time spent waiting for evaluations and inpatient beds, and other factors related to client stabilization. Matlock further reports that individuals often incur additional charges while in custody due to their mental illness. Given these factors and assuming a six month average stay, the estimated costs to house 25 individuals with mental illness is just under $585,000 per year. At $127,941 the MHDP is a fraction of the cost of incarceration.

Additional community resources will be leveraged to support the MHDP. The Pacific County Human Services Housing Committee in partnership with our primary housing provider, Coastal Community Action Program (CCAP), is currently working to develop permanent supportive

housing options in collaboration with Willapa Behavioral Health. In early 2016, CCAP received funding through the 0.1% Mental Health Tax to provide four units of long term supportive housing for individuals with mental illness who are also involved in criminal justice system. An additional 18 long term supportive housing units may become available through a HUD grant that the county expects to receive spring 2016. We will explore additional partnerships with employment and training providers such as Division of Vocational Rehab and Grays Harbor College to further strengthen supports for participants of the MHDP. Finally, as a BJA Justice Mental Health Collaboration grant recipient, we have already garnered buy-in and are actively building capacity to implement additional programs and facilitate systems change within the Criminal Justice/Behavioral Health systems that will further enhance the MHDP.

MHDP will provide a mechanism to help individuals exit jail much faster (by dismissing charges in lieu of AOT). The program will develop policies/procedures and training for jail staff to identify potentially eligible individuals upon intake at the jail. MHDP will support coordination efforts between the prosecutor, behavioral health provider, and the court to divert misdemeanor offenders into AOT. It will also provide additional capacity for jail based mental health specialist who will assess individuals and make recommendation for diversion.

MHDP will provide an intensive case manager who will be assigned to assist clients navigate intercept points between agencies (i.e. case manager is assigned and begins working with client to ensure adherence to the program immediately upon exit from the jail). The MHDP will also facilitate the development of needed partnerships to provide wrap around services to individuals to ensure long term stabilization.

3. Funding Plans

The MHDP will leverage state and federal dollars to provide treatment support for clients through the BHO funded system; and by accessing local funds (0.1% Sales Tax, Millage, etc.) for clients not eligible through the BHO system. In addition, program participants will be connected to other available social service programs/resources like housing and job training that will be provided by community partners. MHDP is designed to use RCW 71.05.150 to deliver involuntary outpatient treatment to misdemeanant offenders who appear to be suffering from a mental illness as follows

4. Program Services

a. Diversion to Program. Diversion and referral would take place after authorization by the Pacific County Prosecuting Attorney's Office (PAO) via the Regional Mental Health Court. Referrals may occur prior to filing, after arraignment, or when competency is raised. Length of participation will be based on the individual's stability and engagement level with the treatment plan, and pending exits from the program will be reviewed by the stakeholder group. Individual will be referred for intake evaluation, identification of needs, and creation of community based support plan (CBSP). The CBSP will be monitored by the Diversion Team and will provide the court with compliance updates on a regular basis. If an individual in AOT begins to decompensate, a new ITA investigation may be initiated to determine if involuntary psychiatric inpatient is appropriate.

b. Referrals. Referrals may occur through the following:

   i. **Option One: Diversion initiated by law enforcement.** If individual with known mental health issues makes contact with law enforcement for a misdemeanor crime, then DMHP is contacted for an evaluation and transports to hospital. If individual meets criteria

for detention the DMHP may file a petition for initial detention or evaluation and start process for Assisted Outpatient Treatment (AOT).

ii. **Option Two: Diversion initiated at Jail.** If an Individual is arrested for misdemeanor crime and transported to Jail, a screening is conducted by jail staff. If determined to meet criteria is referred to the Mental Health Professional (MHP) for assessment. The assessment will evaluate if the criminal behavior has resulted from a specific underlying mental health problem and will recommend to PAO that an ITA investigation be completed. If Prosecutor agrees with MHP, charges will be dismissed without prejudice, and the individual will be immediately referred to a DMHP for an ITA investigation, and if results indicate AOT, petition for AOT will be submitted to Superior Court for approval.

c. Program Services for Participants. Treatment staff will engage in non-traditional outreach and engagement efforts, to include motivational interviewing, use of flexible funds, rapid access to respite services for those individuals experiencing homelessness, and advocacy in legal matters as authorized by law. In addition to care management, the program will utilize medication management and monitoring, intensive supports and linkages to needed services and resources, day support, and peer support services. The program will work with each individual throughout treatment in the project and until the individual has been linked and engaged fully with his/her ongoing behavioral health provider. Services will be provided through collaboration with community-based providers to ensure the continuum of care. Individuals eligible for entitlements would be assisted in obtaining the necessary documentation to secure entitlements and other publicly funded benefits.

d. Program Exit. Clients will exit the program upon successful completion of CBSP and experiencing no charges or legal involvement for an agreed upon period of time. If after all reasonable supports have been exhausted, and the client is unsuccessful in adhering to the plan, client will be referred back to the court for prosecution on original charges.

e. Length of Participation. We estimate the average length of engagement in the MHDP will be 8-18 months per client. Based on data provided by the Prosecutor's Office, we project up to 25 clients per year will participate in the MHDP. Of these we assume 10%, or about two individuals, will be clients who would not be eligible for traditionally funded Medicaid treatment services (either due to income or access to care standards). We estimate treatment costs for these clients to average $17,000 per client per year or about $34,000 total. The MHDP will support these individuals who are outside the regular mental health treatment system, by pursuing a variety of public and private resources including the 0.1% Mental Health Funds, County Millage Funds, and by negotiating with providers for reduced rates.

5. Outcome Goals for Program Participants

- Reduction of arrests/convictions while in the Program,
- Reduction in competency evaluation referrals
- Successful completion of all Pre-Trial Services and diversion requirements,
- Successful completion of treatment,
- Housing stability, and
- No recidivism (defined as conviction) within twelve (12) months post Program.

6. Tracking and Reporting.

Both program and process outcomes will be tracked to monitor effectiveness of the MHDP, to assess whether goals have been met, to gauge the success of the program, and to evaluate whether investments are having the intended impact. Data will be collected by MHDP Coordinator and Jail Mental Health Specialist and reviewed by the Diversion Team to determine systems effectiveness for individuals in the program, improve quality of the program services, and ultimately determine the fiscal return on investment of the MHDP.

Participation will be measured by count of program participants who enter the MHDP.

Engagement/Retention- will be counted by number of participants who are actively engaged in their Community Based Support Plan at 6, 12 and 18 months.

Completion will be measured by number of participants who successfully adhere to Community Based Support Plan and complete program.

Recidivism will be tracked bi-annually to compare recidivism rates between MHDP client's vs those not in the program.

EXHIBIT D – PERFORMANCE PAYMENT SCHEDULE

Great Rivers BHO for Pacific County Diversion Program Performance Based Outputs and Payment Schedule			
#	**Time Period (Invoice Date is last day of Period)**	**Outputs**	**Payment**
1	SFY 16- 4th Quarter (April 1, 2016-June 30, 2016)	• Establish Deputy Prosecutor Position • Create and adopt MHDP policies/procedures (Prosecutors Office) • Create and adopt MHDP policies/procedures (Jail) • Draft participant handbook • Monthly planning team meeting Outreach meetings with Superior and Municipal Courts	$ 13,933
2	1st Quarter (July-Sept 2016)	• Finalize participant handbook Monthly team meeting • Jail staff training	$ 14,979
3	2nd Quarter (Oct-Dec 2016)	• Monthly Team meetings • CIT Training	$ 14,979
4	3rd Quarter (Jan-March 2017)	• Create and adopt field policies/procedures • Conduct field officer trainings • Monthly team meetings	$ 14,979
5	4th Quarter (April-June 2017)	• Implement MHDP in field • Monthly team meeting	$ 14,980