Greater Columbia Behavioral Health, LLC
ASO -Administrative Service Organization

CONTRACT AGREEMENT
Behavioral Health Services
Medicaid Downstream
Contract: 23ASOPIHP-PRC-03

This Agreement is made and entered into by, and between **GREATER COLUMBIA BEHAVIORAL HEALTH, LLC BH-ASO,** hereinafter referred to as "GCBH", the Network Provider identified below, hereinafter referred to as the "Contractor". Governed by chapter 41.05 RCW and Title 182 WAC.

CONTRACTOR INFORMATION:

Contractor Name: Palouse River Counseling

Contractor Address: 340 N Maple Pullman, WA 99362

CEO or Director Contact: Kathleen Stewardson, Director Alternate Contact: Shannon Dooley, COO

E-Mail: kstewardson@prcounseling.org Alternate Email: sdooley@prcounseling.org

Phone: (509) 334 – 1133 Phone: (509) 334 – 1133

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TAX ID #	UBI #	DUNS #
74-3061832	602 236 800	833258572

ASO (Administrative Service Organization):

Greater Columbia Behavioral Health, LLC BH-ASO
101 N. Edison St., Kennewick, WA 99336
Phone: (509) 737-2475 Fax: (509) 460-5238
Website: GCBHLLC.ORG

Primary Contact: Jennifer Daniel E-Mail: jenniferd@gcbh.org Direct Line: (509) 737-2472
Alternate Contact: Karen Richardson E-Mail: karenr@gcbh.org Direct Line: (509) 737-2457

AGREEMENT START DATE: 01/01/2023 AGREEMENT END DATE: 12/31/2023

AGREEMENT START DATE: 01/01/2024 AGREEMENT END DATE: 06/30/2025

AGREEMENT START DATE: 07/01/2025 AGREEMENT END DATE: 06/30/2027

AGREEMENT START DATE: 07/01/2026 AGREEMENT END DATE: 06/30/2027

EXHIBITS	**CONTRACTED**	
When the box(s) are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:		
Exhibit A – Schedule of Services	X	
Exhibit B – Compensation Schedule	X	

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

IN WITNESS WHEREOF, the parties have signed this executed Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH, LLC

_____
GCBH Chairman, Executive Board

Approved as to Content:

_____
GCBH Co-Director/QM/CCO

Approved as to Form:

_____
GCBH Legal Counsel

Content/Form Prepared by:

_____
GCBH Accounting/Auditor/Contracts

Content/Form and Fiscal Review:

_____
GCBH Co-Director/ Finance Director

FOR CONTRACTOR:

_____
Signature

_____
Printed Name

_____
Title

PALOUSE RIVER COUNSELING
Network Provider Name

GREATER COLUMBIA BEHAVIORAL HEALTH, LLC
ADMINISTRATIVE SERVICES ORGANIZATION
(GCBH ASO)

CONTRACT
FOR PARTICIPATION IN THE
GCBH ASO NETWORK

WITH

PALOUSE RIVER COUNSELING

CONTRACT # 23ASOPIHP-PRC-03
JULY 01, 2026 – JUNE 30, 2027

EXHIBITS

Incorporation of Exhibits

The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit conflicts with the terms and conditions of this base contract, the terms of such Exhibit shall control.

Exhibit A – Schedule of Services

Exhibit B- Compensation Schedule

CONTRACT FOR PARTICIPATION IN THE GCBH ASO NETWORK

THIS CONTRACT FOR THE PARTICIPATION IN THE GCBH ASO NETWORK (the "Contract"), pursuant to RCW Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and between the **GREATER COLUMBIA BEHAVIORAL HEALTH, LLC** (GCBH ASO), a GREATER COLUMBIA BEHAVIORAL HEALTH, LLC, 101 N EDISON STREET, KENNEWICK, WA 99336 and, PALOUSE RIVER COUNSELING, a Washington, a Behavioral Health Agency, ADDRESS. The effective date of this Contract is JULY 1, 2026 THROUGH JUNE 30, 2027.

I. RECITALS

WHEREAS, GCBH ASO is a Behavioral Health Administrative Service Organization formed in response to a request for a detailed plan and to contract with the State of Washington to operate as a regional support network until April 1, 2016 and as a behavioral health organization as of April 1, 2016, and as an administrative services organization as of January 1, 2019 as provided for in RCW 71.24.100 and Chapter 25.15; and

WHEREAS, effective January 1, 2019 GCBH ASO is contracted with the Washington State Health Care Authority to provide Behavioral Health Administrative Services, including the administration of Crisis Services, in Greater Columbia Behavioral Health Region consisting of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties, also referred to as the GCBH ASO Regional Service Area (RSA); and

WHEREAS, Provider is engaged in the provision of behavioral health services, including crisis intervention and/or stabilization services (Crisis Services) within Greater Columbia Behavioral Health Region consisting of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties; and

WHEREAS, GCBH ASO desires to have certain services performed by the Provider as described in Exhibit A, and further desires that Provider provide, market, distribute and otherwise do all things necessary to deliver such services in the Greater Columbia Behavioral Health Region consisting of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties; and

WHEREAS, Behavioral Health Providers contracted with GCBH ASO for participation in the GCBH ASO Network (Participating Providers) will deliver behavioral healthcare services to members within the scope of their licensure or accreditation; and

WHEREAS, GCBH ASO will receive payment from MCOs and will facilitate payment to Provider for Crisis Services rendered to Members under the terms of this Contract; and

WHEREAS, the parties also wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164);

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

II. CONTRACT

ARTICLE ONE – DEFINITIONS

For purposes of this Contract, the following terms shall have the meanings set forth below.

1.1 **Behavioral Health Administrative Service Organization (BH-ASO)**
An entity designated by the Health Care Authority (HCA) to administer behavioral health services and programs, including Crisis Services for residents in a defined Regional Services Area. The BH-ASO administers crisis services for all residents in its defined service area, regardless of ability to pay, including Medicaid eligible members. [GCBH] ASO has been designated to serve as the BH-ASO for the GCBH ASO Regional Service Area.

1.2 **Center for Medicare and Medicaid Services (CMS)**
An administrative agency of the United States Government, responsible for administering the Medicare and Medicaid programs.

1.3 **Contract**
This Contract for Participation in the GCBH ASO Network, entered into between GCBH ASO and Provider, including all attachments and incorporated documents or materials.

1.4 **Covered Services (Services)**
Mental health and substance use disorder services, including Crisis Services and Crisis Stabilization Services, that are Medically Necessary, are within the normal scope of practice and licensure of Provider and are covered under contract exhibits between GCBH ASO and Participating Providers.

1.5 **Crisis Services**
Crisis intervention and/or stabilization services, within the normal scope of practice and licensure of Provider and are covered under contract exhibits between GCBH ASO and Participating Providers.

1.6 **Critical Incident**
A situation or occurrence that places a member at risk for potential harm or causes harm to a member. Examples include homicide (attempted or completed), suicide (attempted or

completed), the unexpected death of a member, or the abuse, neglect, or exploitation of a member by an employee or volunteer.

Emergency Services
Means inpatient and outpatient contracted services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an emergency medical condition (42 C.F.R. § 438.114(a)).

Emergency Medical Condition
Means a medical condition manifesting itself by acute symptoms of sufficient severity, including server pain, such that a prudent layperson who possess an average knowledge of health and medicine., could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 C.F.R. § 438.114(a)).

1.7 **GCBH ASO Network**
Alliance formed by Participating Providers and GCBH ASO to operate a clinically integrated behavioral health network that will provide Covered Services for the GCBH ASO Regional Service Area. GCBH ASO Network is a reference to the network of behavioral health providers contracted with the GCBH ASO, and neither this Contract nor any other understanding among participants is intended to create a separate legal entity.

1.8 **Healthcare Authority (HCA)**
The Washington State Health Care Authority.

1.9 **Health Plan**
A plan that undertakes to arrange for the provision of healthcare services to subscribers or enrollees, or to pay for or to reimburse for any part of the cost for those services, in return for a prepaid or periodic charge paid for by or on behalf subscribers or enrollees.

1.10 **Managed Care Organization (MCO)**
An organization that combines the functions of health insurance, delivery of care, and administration. For the purposes of this Contract, MCO refers to those businesses identified by contract with the state as designated Medicaid Managed Care Organizations for Fully Integrated Managed Care in the GCBH ASO Regional Service Area. As of the Effective Date of this Contract, the MCOs are Community Health Plan of Washington, Coordinated Care, Molina, and Wellpoint.

1.11 **Medically necessary service/medical necessity**
A requested service that is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent the worsening of conditions in the recipient that endanger life, cause suffering or pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or

substantially less costly course of treatment available or suitable for the person requesting service. For the purpose of this section, "course of treatment" may include no active intervention at all.

1.12 **Member**

An individual who receives Covered Services pursuant to this Contract, and who is assigned to an MCO.

1.13 **Provider**

The behavioral health care person(s) or agency contracting under this Contract, who meets all minimum criteria of MCO's credentialing plan, including all physicians, clinicians, allied health professionals, and staff persons who provide health care services to members by or through this Agreement.

1.14 **Payor**

The entity (including company where applicable) that bears direct financial responsibility for paying from its Medicaid Crisis funds, without reimbursement from another entity, the cost of covered services rendered to members.

1.15 **MCO Policies and Procedures**

The MCO's compilation of operating policies, standards, and procedures for Participating Providers including, but not limited to, MCO's requirements for claims submission and payment, credentialing/re-credentialing, utilization review/management, case management, quality assurance/improvement, advance directives, Member rights, grievances and appeals.

ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

This Contract, GCBH ASO Policies and Procedures (P&P), Contract Exhibits, and their revisions each specify GCBH ASO's requirements for the array of services to be provided. Unless otherwise specified, these materials shall be regarded as the source documents for compliance with program requirements.

2.1 **Network Participation**

Provider shall participate as part of the GCBH ASO Network and shall provide for the services specified in this Contract.

Provider agrees that its practice information may be used in MCO and HCA provider directories, promotional materials, advertising and other informational material made available to the public. Such practice information includes, but is not limited to, name, address, telephone number, hours of operation, type of services, and ability to accept new members. Provider shall promptly notify GCBH ASO within 30 days of any changes in this information.

2.2 Standards for Provision of Care.

2.2.1 Provision of Covered Services

Provider shall provide Covered Services to members, within the scope of Provider's business and practice. Such services shall be provided in accordance with this Contract; GCBH ASO Supplemental Provider Service Guide; MCO and HCA standards; MCO Policies and Procedures; the terms, conditions and eligibility outlined in Contract Exhibits; and the requirements of any applicable government sponsored program.

2.2.2 Standard of Care

Provider shall provide services to members at a level of care and competence that equals or exceeds the generally accepted and professionally recognized standard of practice at the time of treatment, all applicable rules and/or standards of professional conduct, and any controlling governmental licensing requirements.

2.2.3 Facilities, Equipment, and Personnel

Provider's facilities, equipment, personnel and administrative services shall be maintained at a level and quality appropriate to perform Provider's duties and responsibilities under this Contract and to meet all applicable legal and MCO contractual requirements, including the accessibility requirements of the Americans with Disabilities Act.

2.2.4 Prior Authorization

Where required or appropriate, the Provider shall work with GCBH ASO to obtain the prior authorization in accordance with the ASO Supplemental Provider Service Guide unless the situation is one involving the delivery of Emergency Services. Upon and following member assignment, the Provider shall coordinate the provision of such Covered Services to members and ensure continuity of care in accordance with HCA and MCO requirements.

2.2.5 Appointment Wait Times

For MCO Members, Provider shall follow the more stringent of any applicable state or federal standards for appointment wait times, including those established by the HCA for Medicaid enrollees. https://www.hca.wa.gov/assets/billers-and-providers/ipbh_fullyintegratedcare_medicaid.pdf

2.2.6 Capacity

Provider shall ensure availability of services for each of the service populations for which it is licensed and/or certified by DOH.

2.2.7 Emergency Room Referral

If Provider refers a Crisis Medicaid member to an emergency room for Covered Services, Provider shall provide notification to GCBH ASO on the Crisis Log.

2.2.8 **Prescriptions**

Except with respect to prescriptions and pharmaceuticals ordered for in-patient hospital services, Provider shall abide by MCO's drug formularies and prescription policies, including those regarding the prescription of generic or lowest cost alternative brand name pharmaceuticals. Provider shall obtain prior authorization from MCO if Provider believes a generic equivalent or formulary drug should not be dispensed. Provider acknowledges the authority of MCO contracting pharmacists to substitute generics for brand name pharmaceuticals unless counter indicated on the prescription by the Provider.

2.2.9 **Subcontract Arrangements**

Any subcontract arrangement entered into by Provider for the delivery of services to members shall be in writing and shall bind Provider's subcontractors to the terms and conditions of this Contract including, but not limited to, terms relating to licensure, insurance, and billing of members for services. GCBH ASO will provide ongoing monitoring and oversight to any and all sub delegation relationships.

2.2.10 **Availability of Crisis Services - Outpatient**

Provider shall make arrangements to assure the availability of services to members on a twenty-four (24) hours a day, seven (7) days a week basis, three hundred sixty-five (365) days per year, including arrangement to assure coverage of member visits after hours when required by GCBH ASO Supplemental Provider Service Guide. Provider shall meet the applicable standards for timely access to care and services, taking into account the urgency of the need for the services.

2.3 **Treatment Alternatives**

Providers shall in all instances obtain informed consent prior to treatment. Without regard to Medicaid Benefit Plan limitations or cost, the Provider shall communicate freely and openly with members about their health status, and treatment alternatives (including medication treatment options); about their rights to participate in treatment decisions (including refusing treatment); and providing them with relevant information to assist them in making informed decisions about their health care.

2.4 **Promotional Activities**

At the request of GCBH ASO, Provider may display MCO promotional materials in its offices and facilities as practical, in accordance with applicable law and cooperate with and participate in all reasonable MCO marketing efforts. Provider shall not use any GCBH ASO contracted MCO's name in any advertising or promotional materials without the prior written permission of GCBH ASO.

2.5 **Marketing activities for Medicare/Medicaid Population**

Publications developed with GCBH funds for direct Member Communications, regarding crisis services, may be submitted to the GCBH for review when requested.

2.6 **Licensure, certification and other state and federal requirements**

Provider shall hold all necessary licenses, certifications, and permits required by law for the performance of services to be provided under this Contract. Provider shall maintain its licensure and applicable certifications in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Contract. Provider's loss or suspension of licensure or other applicable certifications, or its exclusion from any federally funded healthcare program, including Medicare and Medicaid, may constitute cause for immediate termination of this Contract. Provider warrants and represents that each employee and subcontractor, who is subject to professional licensing requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure that each employee and subcontractor have and maintains in good standing for the term of this Contract the licenses, permits, registrations, certifications, and any other governmental authorizations to provide such services.

2.7 **Independent medical/clinical judgement**

Provider shall exercise independent medical/clinical judgment and control over its professional services. Nothing herein shall give GCBH ASO, MCO, or HCA authority over Provider's medical judgment or direct the means by which they practice within the scope of their licensed, certified, and/or registered practice. Provider retains sole responsibility for its relationship with each member it treats, and for the quality of behavioral healthcare services provided to its members. Provider is solely responsible to each of its member for care provided.

2.8 **Nondiscrimination.**

2.8.1 **Enrollment**. Provider shall not differentiate or discriminate in providing services to members because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services. Provider shall render services to members in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.

2.8.2 **Employment**. Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, physical, sensory or mental disability unrelated to the member's ability to perform the duties of the particular job or position.

2.9 **Data Information System Requirements.**

2.9.2 **Provider shall:**

2.9.1.1 Have a Health Information System (IS) that complies with the requirements of 42 CFR Part 438.242 and that can report complete and accurate data to GCBH ASO as specified in the GCBH ASO P&P.

2.9.1.2 Shall make all efforts to attempt to clear all data errors within 30 days of receipt of an error report from the GCBH ASO IS, MCO's and HCA; GCBH ASO will work with provider to assist when possible to clear all data errors;

2.9.1.4 Maintain up to date member contact information in the IS; and

2.9.1.5 Maintain a written business continuity and disaster recovery plan with an identified update process (at least annually) that insures timely restoration of the IS following total or substantial loss of system functionality. A copy of the plan submitted by the Provider through the credentialing process shall be made available upon request for review and audit by GCBH ASO, MCO, HCA, Department of Social Human Services (DSHS) or External Quality Review Organization.

2.10 **Care Coordination.**

2.10.1 Coordinate services. Provider shall coordinate all services for eligible members, including but not limited to medical services, behavioral health services.

2.10.2 Provision of data and information for purposes of care coordination. Provider shall cooperate with, participate in, and provide information and data in accordance to the Health Insurance Portability and Accountability Act (HIPAA), to support GCBH ASO's care coordination activities.

2.11 **Behavioral Health Screening and Assessment Requirements**

If Provider provides Behavioral Health services, Provider shall utilize the Global Appraisal of Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, Provider shall consider this information in the development of the member's treatment plan, including appropriate referrals. In addition, Provider shall implement, and maintain throughout the term of this Contract, the Integrated Co-Occurring Disorder Screening and Assessment process, including training for applicable staff. If Provider fails to implement or maintain this process, upon request of GCBH ASO, Provider shall provide a corrective action plan designed to ensure compliance with the requirements of this Section. Such plan shall allow for monitoring of compliance by GCBH ASO.

2.12 **Recordkeeping and Confidentiality**.

2.12.1 **Maintaining Member Medical Record**

Provider shall maintain a medical record for each member to whom Provider renders behavioral healthcare services. Provider shall establish each member's medical record upon the member's first encounter with Provider. The member's medical record shall contain all information required by state and federal law, generally accepted and prevailing professional practice, applicable government sponsored health programs, and all GCBH ASO P&Ps and MCO Policies and Procedures. Provider shall retain all such records for at least ten (10) years (42 CFR 438.3).

2.12.2 **Confidentiality of Member Health Information**

As of the date of this Contract, each party may be a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and must comply with the Administrative Simplification Provisions of HIPAA and with the applicable provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule (the "HIPAA Rules"). The parties acknowledge that, in their performance under this Contract, each shall have access to and receive from the other party information protected under HIPAA and Chapter 70.02 RCW, the Washington State Health Care Information Access and Disclosure of 1991 ("Protected Health Information" or "PHI").

2.12.3 **Health Information System**

Provider shall implement a documented health information system and a privacy security program that includes administrative, technical and physical safe guards designed to prevent the accidental or unauthorized use or disclosure of member PHI and medical records. The information system and the privacy and security program shall, at a minimum, comply with applicable HIPAA regulations regarding the privacy and security of PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR § 162.200 as well as the HIPAA privacy provisions in Title 13 of the American Recovery and Reinvestment Act of 2009 ("ARRA").

2.12.4 **Delivery of Member Care Information and Member Access to Health Information**

Provider shall give GCBH ASO, MCO, HCA and/or members access to member' health information including, but not limited to, medical records and billing records, for the purpose of inspection, evaluation, and audit, in accordance with the requirements of state and federal law, applicable government sponsored health programs, and GCBH ASO policies and procedures.

2.12.5 **Federal Drug and Alcohol Confidentiality Laws**

Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a "Part 2 program," as defined under 42 CFR §2.11, Provider shall obtain a signed written consent that complies with the requirements of 42 CFR Part 2 from each member, prior to disclosing the member's Patient Identifying Information to MCO or HCA. For the purposes of this section, "Patient Identifying Information" shall have the same meaning as under 42 CFR §2.11. Such consent shall explicitly name MCO and/or HCA as an authorized recipient of the member's Patient Identifying Information. Provider shall maintain copies of each member's consent form in accordance with federal law. GCBH ASO reserves the right to audit Provider's records to ensure compliance with this Section.

2.13 **Member's copayments, coinsurance, and deductibles**.

2.13.1 **Third Party Payment**

The Provider shall have a written policy regarding third party payments that complies with provisions of GCBH ASO's contract with MCOs, as described in GCBH ASO P&P's. The policy shall explain the process in place to pursue, in accordance with reasonable collection practices, third-party payments for members who are covered by other benefit plans and private pay. The Provider shall document its collections of third-party payments.

2.13.2 **Medicaid enrollment**

The Provider shall aggressively work to convert non-Medicaid members to Medicaid status, including helping families to access health insurance coverage for their children under the provisions of the Children's Health Insurance Program.

2.13.3 **Payment without delivery of services**

The Provider shall not bill, demand, collect or accept payment or deposit for missed, cancelled, or late appointments from any member receiving certification for medical assistance according to 42 CFR 435.914(a) and defined in WAC, including Title XIX and Medical Care Services.

2.13.4 **Cost-sharing**

The Provider will not require payment of any cost sharing amounts for Services covered by Medicare Parts A or B, when the member is enrolled in Medicare and Medicaid Programs (Dual Eligible Enrollees) if the applicable Medicaid Program is required to pay. In lieu of collecting cost sharing amounts under the Medicare Program, the Provider will bill Medicaid or forego collecting payments in full.

2.13.5 **Member financial obligation**

The Provider shall provide notice to members of their personal financial obligations for non-covered services, and may bill members for non-covered services only if the Provider has:

2.13.5.1 Provided the member with a full written disclosure of Provider's intent to directly bill the member for non-covered services (including a clear statement that member's assigned MCO is not financially obligated or otherwise liable to cover or provide any reimbursement, compensation, or other payment related to such non-covered services); and

2.13.5.2 Obtained a written acknowledgement and acceptance of financial responsibility from the member at the time of denial and prior to services being delivered.

2.13.6 **Member Hold Harmless**

2.13.6.1 Provider hereby agrees that in no event, including, but not limited to nonpayment by GCBH ASO, GCBH ASO insolvency, or breach of this contract will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a member or person acting on their behalf, other than GCBH ASO, for services provided pursuant to this Contract. This provision does not prohibit collection of deductibles, copayments, coinsurance, and/or payment for non-covered services, which have not otherwise been paid by a primary or secondary issuer in accordance with regulatory standards for coordination of benefits, from members in accordance with the terms of the member's health plan.

2.13.6.2 If applicable, Provider agrees, in the event of GCBH ASO insolvency, to continue to provide the services promised in this Contract to members of GCBH ASO for the duration of the period for which premiums on behalf of the members were paid to GCBH ASO or until the member's discharge from inpatient facilities, whichever time is greater.

2.13.6.3 Notwithstanding any other provision of this Contract, nothing in this contract shall be construed to modify the rights and benefits contained in the member's health plan.

2.13.6.4 Provider may not bill the member for covered services (except for deductibles, copayments, or coinsurance) where GCBH ASO denies payments because the Provider has failed to comply with the terms or conditions of this Contract.

2.13.6.5 Provider further agrees (i) that the provisions of this subsection 2.13.6 shall survive termination of this contract regardless of the cause giving rise to termination and shall be construed to be for the benefit of GCBH ASO members, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and members or persons acting on their behalf.

2.13.6.6 If Provider contracts with other providers or facilities who agree to provide covered services to members of GCBH ASO with the expectation of receiving payment directly or indirectly from GCBH ASO, such providers or facilities must agree to abide by the provisions of this subsection 2.13.6.

2.13.6.7 Willfully collecting or attempting to collect an amount from a member knowing that collection to be in violation of the participating provider or facility contract constitutes a class C felony under RCW 48.80.030.

2.13.7 **Payment in Full**

Provider shall hold HCA and its employees, and all members, including Members, harmless in the event of non-payment by GCBH ASO. Provider shall not request payment from HCA, or any enrollee for services provided pursuant to this Contract. Additionally, Provider shall at all times comply with WAC 182-502-160.

2.13.8 **HCA Hold Harmless**

Provider shall indemnify and hold HCA harmless against all injuries, deaths, losses damages, claims, suits, liabilities, judgments, costs and expenses which may accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Provider, or its agents, officers, employees or subcontractors.

2.14 **Program Participation**.

2.14.1 **Participation in Grievance Program**

Provider shall implement a Grievance Program that complies with WAC 388-877 or its successors and shall participate in MCO's Grievance Program and cooperate with MCOs in identifying, processing, and promptly resolving all member complaints, grievances, or inquiries.

2.14.2 **Participation in Quality Improvement Program**

2.14.2.1 Provider shall develop and implement a quality management plan in accordance with requirements outlined in the GCBH ASO P&P or Provider's accrediting entity.

2.14.2.2 Provider shall cooperate and participate in the GCBH ASO Quality Assessment and Performance Improvement activities and Performance Improvement Projects identified by GCBH ASO, MCO and/or HCA.

2.14.2.3 The Provider shall review the components of the quality management plan at least annually such review will include submitting a report to

GCBH ASO on Crisis Services Quality Assurance activity or changes to the Quality Management Plan.

2.14.3 **Participation in Utilization Review and Management Program**
Provider shall participate in and comply with the GCBH ASO and MCO's Utilization Review and Management Program, including all policies and procedures regarding prior authorizations, and shall cooperate with MCO, and/or HCA in audits to identify, confirm, and/or assess utilization levels of services.

2.15 **Notices**.

2.15.1 **Critical Incident Reporting**
Provider shall send immediate notification to GCBH ASO and, when indicated, to the applicable MCO of any Critical Incident involving a Crisis member. Notification shall be made during the business day on which Provider becomes aware of the Critical Incident. If Provider becomes aware of a Critical Incident involving a Crisis member after business hours, Provider shall provide notice to GCBH ASO and, when indicated, to the applicable MCO as soon as possible the next business day. Provider shall provide to GCBH ASO and, when indicated, to the applicable MCO all available information related to a Critical Incident at the time of notification, including: a description of the event, including the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their involvement; the member's or other involved individuals' service history with Provider; steps taken by Provider to minimize potential or actual harm; and any legally required notification made by Provider. Upon MCO's request, and as additional information becomes available, Provider shall update the information provided regarding the Critical Incident and, if requested by MCO, shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Provider's delivery system, and efforts designed to prevent or lessen the possibility of future similar incidents. Reporting shall comport with GCBH ASO P&Ps.

2.15.2 **Notice of sites/services change**
Provider shall, prior to making a public announcement of any site or service changes, notify GCBH ASO in writing and receive approval as soon as practical:

2.15.2.1 60 days prior to closing a Provider site, or opening any additional site(s) providing services under this Contract.

2.15.2.2 30 days prior to any Provider change that would significantly affect the delivery of or payment for services provided, including changes in tax identification numbers, billing addresses or practice locations.

2.15.2.3 If Provider discontinues services or closes a site in less than 30 days, Provider shall notify GCBH ASO as soon as possible and prior to making a public announcement.

2.15.2.4 Provider shall notify GCBH ASO of any other changes in capacity to perform Crisis Services to Medicaid Members that result in the Provider being unable to meet any requirements of this Contract. Events that affect capacity include but are not limited to: a decrease in the number, frequency, or type of a required service to be provided; employee strike or other stoppage related to union activities; or any changes that result in Provider being unable to provide timely, medically necessary services.

2.15.2.5 If any of the above events occurs, Provider shall submit a plan to GCBH ASO and, if requested, shall meet with GCBH ASO to review the plan at least 30 business days prior to the event. The plan should include the following:

2.15.2.5.1 Notification of service/site change;

2.15.2.5.2 Member notification and communication plan;

2.15.2.5.3 Plan for provision of uninterrupted services by member; and

2.15.2.5.4 Any information that will be released to the media.

2.15.3 **Termination of Services**

Provider shall provide GCBH ASO at least 60 calendar days written notice before provider, any clinic, or subcontractor ceases to provide services to members.

2.15.4 **Reporting Fraud**

Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall notify GCBH ASO and the applicable MCO's Compliance Department of all incidents or occasions of suspected fraud, waste or abuse involving Services provided to a member. Provider shall report a suspected incident of fraud, waste or abuse, including a credible allegation of fraud, within five (5) business days of the date Provider first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste or abuse shall apply if the suspected conduct was perpetrated by Provider, Provider's employee, agent, or subcontractor, or member. Provider shall establish policies and procedures for

identifying, investigating, and taking appropriate corrective action against suspected fraud, waste or abuse. Upon request by GCBH ASO, MCO or HCA, Provider shall confer with the appropriate State agency prior to or during any investigation into suspected Fraud, waste or abuse. For purposes of this section, the terms fraud and abuse shall have the same meaning as provided for in 42 CFR §455.2.

2.16 **Participation in Credentialing**

Provider shall participate in GCBH ASO's credentialing and re-credentialing process that shall satisfy, throughout the term of this Contract, all credentialing and re-credentialing criteria established by MCOs. Provider shall immediately notify GCBH ASO of any change in the information submitted or relied upon by Provider to achieve credentialed status. (If Provider's credentialed status is revoked, suspended or limited by Department of Health, HCA, State of Washington or Federal Organization, GCBH ASO may, at its discretion, terminate this Contract and/or reassign members to another provider.)

2.17 **Provider Training and Education**

Upon the request of GCBH ASO, the Provider shall participate or provide documentation showing internal trainings meeting the requirements of trainings by the HCA, MCO, and/or GCBH ASO.

2.17.1 **Exception to required training**

Requests to allow an exception to participation in a required training must be in writing and include a plan for how the required information will be provided to targeted Provider staff;

2.17.2 **Safety and violence-prevention training**

Provider shall ensure that all community behavioral health employees who work directly with members are provided with at least annual training on safety and violence-prevention topics described in RCW 49.19.030;

2.17.3 **Cultural humility training**

Provider shall ensure that all community behavioral health employees who work for Providers are provided with at least annual training on cultural humility; and

2.17.4 **Health Education/Training**

Provider shall ensure that all community behavioral health employees who work directly with members receive Health Education/Training as requested by GCBH ASO.

2.17.5 **Provider Non-Solicitation**

Provider shall not solicit or encourage members to select any particular health plan for the primary purpose of securing financial gain for Provider. Nothing in this

provision is intended to limit Provider's ability to fully inform members of all available health care treatment options or modalities

ARTICLE THREE – GCBH ASO OBLIGATIONS

3.1 **Administrative Support**

GCBH ASO shall provide the administrative support to the GCBH Network and will collaborate with Providers in:

3.1.1 Establishing and maintaining a multispecialty provider network that is geographically distributed through the service area and that promotes member choice and access to Participating Providers;

3.1.2 The Provider shall develop and implement practice protocols and supports along with collaboration from the ASO;

3.1.3 Creating alliances with other medical practices/groups and providers to help assure the delivery of whole-person and integrated care, where applicable;

3.1.4 Participating in performance measurement, including the reporting of state defined performance measures (e.g., HEDIS measures and HCA identified behavioral health measures); and

3.1.5 Providing support and training on proper coding of services and data transmissions related to encounters.

3.2 **Collection of service encounters**

For services provided to Members for Crisis Services and Crisis Stabilization Services, GCBH ASO shall collect service claims/encounters from the Participating Providers in order to submit them to the appropriate MCO.

3.3 **Payment**

GCBH ASO shall pay Provider for services provided according to the GCBH ASO established rate schedule, detailed in Exhibit B.

3.3.1 GCBH ASO shall provide reasonable notice of not less than 60 days of changes that affect Provider's compensation or the delivery of health care services.

3.4 **Submission of Claims**

If Provider submits claims/encounters for Services rendered under this Contract, the following requirements shall apply:

3.4.1 Clean Claims Standards

Provider shall make every effort to submit clean claims/encounter within 30 days from the Date of Service (DOS). However, as MCO's and the ASO are required to 6-month reconciliations for HCA, it is asked that claims/encounters be submitted no later 120 days from the Date of Service. GCBH recognizes that per WAC 182-502-0150, a Provider may have up to 365 days from the DOS to submit clean claim/encounter data for Medicaid Individuals'.

Except as agreed to by the parties on a claim-by-claim basis, GCBH ASO shall pay or deny not less than (i) ninety-five percent (95%) of Clean Claims received from Provider within thirty (30) days of receipt; (ii) ninety-five percent (95%) of all claims received from Provider within sixty (60) days of receipt; and (iii) ninety-nine percent (99%) of all Clean Claims received from Provider within ninety (90) days of receipt.

3.4.2 Clean Claim – Definition

For purposes of this Section 3.3, "clean claim" means a claim/encounter that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this Section 3.3.

3.4.3 Failure to Comply

If GCBH ASO fails to meet its obligations in this paragraph, GCBH ASO shall pay Provider interest at the rate of one percent (1%) per month on all unpaid Clean Claims/Encounters that have not been denied and which have aged sixty-one (61) or more days, until such time as GCBH ASO is again in compliance with the requirements of this Section.

3.5 **Coordination**

GCBH ASO shall be responsible for coordinating with Participating Providers to meet the obligations identified in this Contract

ARTICLE FOUR - TERM AND TERMINATION

4.1 **Term**

This Contract is effective on July 1, 2026, and will remain in effect for an initial term of two fiscal years ("Initial Term"), unless this Contract is sooner terminated as provided in this Contract or either Party gives the other Party written notice.

4.2 **Termination without Cause**

This Contract may be terminated without cause by either party upon providing at least ninety (90) days written notice to the other party.

4.3 **Termination with Cause**

Either party may terminate this Contract by providing the other party with a minimum of 60 business days prior written notice in the event the other party commits a material breach of any provision of this Contract. Said notice must specify the nature of said material breach. The breaching party shall have 7 business days from the date of the breaching party's receipt of the foregoing notice to cure said material breach. In the event the breaching party fails to cure the material breach within said 7 business day period, this Contract shall automatically terminate upon expiration of the 60 business days' notice period.

4.4 **Immediate Termination**

Unless expressly prohibited by applicable regulatory requirements, GCBH ASO or Provider may immediately suspend or terminate the participation in any or all products or services by giving written notice when determine that (i) based upon available information, the continued participation appears to constitute an immediate threat or risk to the health, safety or welfare of member(s), or (ii) fraud, malfeasance or non-compliance with any regulatory requirements is reasonably suspected. During such suspension, discontinue the provision of all or a particular contracted Service to member(s). During the term of any suspension, Provider shall notify member(s) that the status has been suspended. Such suspension will continue until the participation is reinstated or terminated.

4.5 **Termination Due to Change in Funding**

In the event funding from MCO, State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, either party may terminate this Contract subject to re-negotiations.

4.5.1 **TERMINATION PROCEDURE**

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

4.5.1.1 Provider and any applicable subcontractors shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, distribution of property and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. Provider and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Provider and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to GCBH ASO or its successor, all MCO/HCA and GCBH ASO assets (property) in Provider and any applicable subcontractor's possession and any property

produced under this Contract. Provider and any applicable subcontractors grant GCBH ASO /MCO/HCA the right to enter upon Provider and any applicable subcontractor's premises for the sole purpose of recovering any GCBH ASO /MCO/HCA property that Provider and any applicable subcontractors fails to return within 10 business days of termination of this Contract. Upon failure to return GCBH ASO /MCO/HCA property within 10 business days of the termination of this Contract, Provider and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. Provider and any applicable subcontractors shall protect and preserve any property of GCBH ASO /MCO/HCA that is in the possession of Provider and any applicable subcontractors pending return to GCBH ASO /MCO/HCA.

4.5.1.3 GCBH ASO shall be liable for and shall pay for only those services authorized and provided through the date of termination. GCBH ASO may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by GCBH ASO.

4.5.1.4 If GCBH ASO terminates this Contract for default, GCBH ASO may withhold a sum of 5% from the final payment to Provider that GCBH ASO determines is necessary to protect GCBH ASO against loss or additional liability occasioned by the alleged default. GCBH ASO shall be entitled to all remedies available at law, in equity, or under this Contract. If it is later determined Provider was not in default, or if Provider terminated this Contract for default, Provider shall be entitled to all remedies available at law, in equity, or under this Contract.

4.5.1.5 Should the contract be terminated by either party, Provider shall be responsible to provide all behavioral health services through the end of the month for which they have received payment.

4.6 **Termination Notification to Members**

GCBH ASO will inform affected members of any termination pursuant to this Contract in accordance with the process set forth in the applicable MCO Policies and Procedures. GCBH Members may be required to select another provider contracted with GCBH ASO prior to the effective date of termination of this Contract.

ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS

5.1 GENERAL FISCAL ASSURANCES

Provider 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. The parties' respective fiscal obligations and rights set forth in this section shall continue after termination of this Contract until such time as the financial matters between the parties resulting from this Contract are completed.

5.2 **FINANCIAL ACCOUNTING REQUIREMENTS**
Provider shall:

5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting the public behavioral health system for Crisis Services operated by Provider. Administration costs shall be measured on a fiscal year basis and based on the information reported in the Revenue and Expenditure Reports and reviewed by GCBH ASO for services provided using ASO funding.

5.2.2 The Provider shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Provider's form of incorporation.

5.2.3 Ensure all GCBH ASO funds, including interest earned, provided pursuant to this Contract, are used to support the public behavioral health system for Crisis Services within the GCBH Regional Service Area;

5.2.4 Ensure under no circumstances are Medicaid Members charged for any Covered Crisis Services, including those out-of-network services purchased on their behalf;

5.2.5 Produce annual, audited financial statements upon completion and make such reports available to GCBH ASO upon request.

5.2.5.1 **FINANCIAL REPORTING: Sub Capitation no reports required.**

5.2.5.2 **LIABILITY FOR PAYMENT AND THE PURSUIT OF THIRD-PARTY REVENUE**
Provider shall be responsible for developing financial processes that enable them to reasonably ensure all third-party resources available to enrollees are identified and pursued in accordance with the reasonable collection practices, which Provider applies to all other payers for services covered under this Contract. Ensure a process is in place to demonstrate all third-party resources are identified and pursued in accordance with Medicaid being the payer of last resort. GCBH ASO shall actively provide Provider support in the pursuit of third-party payments for all services including crisis services and crisis stabilization services.

Provider shall maintain necessary records to document all third-party resources and report to GCBH ASO on a biennial basis or upon the request of GCBH ASO the amount of such third-party resources collected for all service recipients during the quarter by source of payment.

ARTICLE SIX -OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

GCBH ASO, HCA, DSHS, Office of the State Auditor, the Department of Health and Human Services (DHHS), CMS, the Comptroller General, or any of their duly-authorized representatives 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 Contract, d) audits regarding the quality, appropriateness and timeliness of behavioral health services of Provider and subcontractors and e) audits and inspections of financial records of Provider and subcontractors.

Provider shall notify GCBH ASO when an entity other than GCBH ASO performs any audit described above related to any Crisis Services activity contained in this Contract.

In addition, GCBH ASO /MCO will conduct reviews in accordance with its oversight of resource, utilization and quality management, as well as, ensure Provider has 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, program integrity, fiscal management and contract compliance. Reviews may include desk reviews, requiring Provider to submit requested information. GCBH ASO will also review any activities delegated under this contract to Provider.

6.2 REMEDIAL ACTION

GCBH ASO may require Provider to plan and execute corrective action. Corrective Action Plan (CAP) developed by Provider must be submitted for approval to GCBH ASO within 30 calendar days of notification. GCBH ASO may extend or reduce the time allowed for corrective action depending upon the nature of the situation for an additional 30 days. In the event that the Provider wishes to appeal the CAP notification, they may request that the GCBH Executive Board review the CAP as presented by the GCBH ASO Staff. If an appeal is requested the Executive Board will review the appeal and make a final determination within 30 days. If Provider's appeal is denied and/or Executive Committee determines that Provider must complete the CAP requirements, the provider shall develop the plan using the following guidelines:

6.2.1 CAP must include:

6.2.1.1 A brief description of the findings; and

6.2.1.2 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.

6.2.2 CAP may:
Require modification of any policies or procedures by Provider relating to the fulfillment of its obligations pursuant to this Contract.

6.2.3 CAP is subject to approval by GCBH ASO, which may:

6.2.3.1 Accept the plan as submitted;

6.2.3.2 Accept the plan with specified modifications;

6.2.3.3 Request a modified plan; or

6.2.3.4 Reject the plan.

6.2.4 Provider agrees that GCBH ASO may initiate remedial action as outlined below if GCBH ASO determines any of the following situations exist or if corrective actions have not been completed within the timetable acceptable to GCBH ASO:

6.2.4.1 If a problem exists that poses a threat to the health or safety of any person or poses a threat of property damage/an incident has occurred that resulted in injury or death to any person/resulted in damage to property.

6.2.4.2 Provider has failed to perform any of the behavioral health services required in this Contract, which includes the failure to maintain the required capacity as specified by GCBH ASO to ensure enrolled individuals receive medically necessary services, including delegated functions; except, that no remedial action pursuant to subsection (e) hereof shall be taken if such failure to maintain required capacity is due to any interruption in, or depletion of the available amount of money to Provider as described in Exhibit B of this contract for purposes of performing services under this contract; however, in such an instance, GCBH ASO may terminate all or part of this contract on as little as 30 days written notice.

6.2.4.3 Provider has failed to develop, produce and/or deliver to GCBH ASO any of the statements, reports, data, data corrections, accountings, claims and/or documentation described herein, in compliance with all the provisions of this Contract.

6.2.4.4 Provider has failed to perform any administrative function required under this Contract, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of behavioral health services.

6.2.4.5 Provider has failed to implement corrective action required by the state and within GCBH ASO prescribed timeframes.

6.2.5 GCBH ASO may impose any of the following remedial actions in response to findings of situations as outlined above.

6.2.5.1 Withhold two (2%) percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. GCBH ASO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

6.2.5.2 Compound withholdings identified above by an additional one-half of one percent (1/2 of 1%) for each successive month during which the remedial situation has not been resolved.

6.2.5.3 Revoke delegation of any function delegated under this contract.

6.2.5.4 Deny any incentive payment to which Provider might otherwise have been entitled under this Contract or any other arrangement by which GCBH ASO provides incentives.

6.2.5.5 Termination for Default, as outlined in this Contract.

6.3 **NOTICE REQUIREMENTS**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Provider and the Medicaid Crisis Services project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

ARTICLE SEVEN -GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

7.1 **ASSIGNMENT**

Except as otherwise provided within this Contract, this Contract may not be assigned, delegated, or transferred by Provider without the express written consent of GCBH ASO and any attempt to transfer or assign this Contract 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 Provider Member or Affiliate Agency.

7.4 **AUTHORITY**

Concurrent with the execution of this Contract, Provider shall furnish GCBH ASO with a copy of the explicit written authorization of its governing body to enter into this Contract and accept the financial risk and responsibility to carry out all terms of this Contract including the ability to pay for all expenses incurred during the contract period.

7.5 **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

The parties shall comply with all relevant state or federal law, policy, directive, or government sponsored program requirements relating to the subject matter of this Contract. The provisions of this Contract shall be construed in a manner that reflects consistency and

compliance with such laws, policies and directives. Without limiting the generality of the foregoing, the parties shall specifically comply with the following:

7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
7.5.3 Americans with Disabilities Act of 1990;
7.5.4 All local, State and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Contract;
7.5.5 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 HCA/DSHS, DHHS and the EPA.
7.5.6 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;
7.5.7 Those specified in RCW Title 18 for professional licensing;
7.5.8 Reporting of abuse as required by RCW 26.44.030;
7.5.9 Industrial insurance coverage as required by RCW Title 51;
7.5.10 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
7.5.11 WAC 388-865 and 388-877 388-877A and 388-877B;
7.5.12 Provider must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not Contract with any subcontractor operating such a plan.
7.5.13 State of Washington Medicaid State Plan and 1915(b) Medicaid Behavioral Health Waiver or their successors, which documents are incorporated by reference;
7.5.14 HCA/MCO Quality Strategy;
7.5.15 State of Washington behavioral health system mission statement, value statement and guiding principles for the system;
7.5.16 State Medicaid Manual (SMM), OMB Circulars, BARS Manual and BARS Supplemental Behavioral Health Instructions;
7.5.17 Any applicable federal and state laws that pertain to Medicaid enrollee or individual's rights. Provider shall ensure its staff takes those rights into account when furnishing services to individuals.
7.5.18 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which prohibits making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit behavioral health services provided to individuals;
7.5.19 Any policies and procedures developed by DSHS/Health Care Authority which governs the spend-down of individual's assets;
7.5.20 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five percent (5%) of Provider, BHA or subcontractor's equity, or an employee, Provider, or consultant who is significant or material to the provision of

services under this Contract, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.

7.5.21 Federal and State non-discrimination laws and regulations;

7.5.22 HIPAA (45 CFR parts 160-164);

7.5.23 Confidentiality of Substance Use Disorder 42 CFR Part 2;

7.5.24 HCA-CIS Data Dictionary and its successors;

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

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

Upon notification from HCA/MCO, GCBH ASO shall notify Provider in writing of changes/modifications in CMS policies and/or HCA contract requirements.

7.6 COMPLIANCE WITH GCBH ASO OPERATIONAL POLICIES

Provider shall comply with all GCBH ASO operational policies that pertain to the delivery of services under this Contract that are in effect when the Contract is signed or come into effect during the term of the Contract. GCBH ASO shall notify Provider of any proposed change in federal or state requirements affecting this Contract immediately upon GCBH ASO receiving knowledge of such change.

7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

Provider shall protect all Personal Information, records and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for individuals receiving SUD services, in accordance with 42 CFR Part 2 and WAC 388-877B. Provider shall have a process in place to ensure all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Contract and the State Medicaid Plan. Provider shall read and comply with all HIPAA policies.

7.8 CONTRACT PERFORMANCE/ENFORCEMENT

GCBH ASO shall be vested with the rights of a third-party beneficiary, including the "cut through" right to enforce performance should Provider be unwilling or unable to enforce action on the part of its subcontractor(s). In the event Provider dissolves or otherwise discontinues operations, GCBH ASO may, at its sole option, assume the right to enforce the terms and conditions of this Contract directly with subcontractors; provided GCBH ASO keeps Provider reasonably informed concerning such enforcement. Provider shall include this clause in its contracts with its subcontractors. In the event of the dissolution of Provider, GCBH ASO's rights in indemnification shall survive.

7.9 COOPERATION

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

7.10 **DEBARMENT CERTIFICATION**

Provider, by signature to this Contract, certifies Provider and any Owners are 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. Provider shall immediately notify GCBH ASO if, during the term of this Contract, Provider becomes debarred.

7.11 **EXCLUDED PARTIES**

Provider is prohibited from paying with funds received under this Contract for goods and services furnished, ordered, or prescribed by excluded individuals and entities SSA section 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b)).

Provider shall monitor for excluded individuals and entities by:

7.11.1 Screening Provider and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.

7.11.2 Screening monthly newly added Provider and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract.

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

Report to GCBH ASO:

7.11.4 Any excluded individuals and entities discovered in the screening within 10 business days;

7.11.5 Any payments made by Provider that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;

7.11.6 Any actions taken by Provider to terminate relationships with Provider and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;

7.11.7 Any Provider and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 with 10 business days of Provider becoming aware of the conviction;

7.11.8 Any subcontractor terminated for cause within 10 business days of the effective date of termination to include full details of the reason for termination;

7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or control interest.

Provider must provide a list with details of ownership and control no later than 30 days from the date of ratification and shall keep the list up-to-date thereafter.

Provider will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. Provider will immediately recover any payments for goods and services that benefit excluded individuals and entities it discovers.

Provider will immediately terminate any employment, contractual and control relationships with an excluded individual and entity it discovers.

Civil monetary penalties may be imposed against Provider if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a general manager, business manager, administrator, or director) who exercises operational or managerial control or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

In addition, if GCBH ASO /MCO/HCA notifies Provider that an individual or entity is excluded from participation by HCA, Provider shall terminate all beneficial, employment, contractual and control relationships with the excluded individual or entity immediately.

The list of excluded individuals will be found at: http://exclusions.oig.hhs.gov/.

SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

7.12 **DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

Although GCBH ASO, Provider and subcontractors mutually recognize that services under this Contract may be provided by Provider and subcontractors to individuals under the Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act, RCW 71.24, it is not the intention of either GCBH ASO or Provider that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract. Such third parties shall have no right to enforce this Contract.

7.13 **EXECUTION, AMENDMENT AND WAIVER**

This Contract shall be binding on all parties only upon signature by authorized representatives of each party. This Contract or any provision may be amended during the contract period, if circumstances warrant, by a written amendment executed by all parties. Only GCBH ASO s Program Administrator or designee has authority to waive any provision of this Contract on behalf of GCBH ASO.

7.14 **HEADINGS AND CAPTIONS**

The headings and captions used in this Contract 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 Contract.

7.15 **INDEMNIFICATION**

Provider shall be responsible for and shall indemnify and hold GCBH ASO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information, including claims against GCBH ASO for the negligent hiring, retention and/or supervision of Provider and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Provider and its subcontractors related to the performance of this contract. GCBH ASO shall be responsible and shall indemnify and hold Provider 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 GCBH ASO. Except to the extent caused by the gross negligence and/or willful misconduct of GCBH ASO, Provider shall indemnify and hold GCBH ASO harmless from any claims made by non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, RCW Title 51. 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 Contract.

7.16 **INDEPENDENT CONTRACTOR FOR GCBH ASO**

The parties intend that an independent contractor relationship be created by this contract. Provider acknowledges that Provider, its employees, or subcontractors are not officers, employees, or agents of GCBH ASO. Provider shall not hold Provider, Provider's employees and subcontractors out as, nor claim status as, officers, employees, or agents of [TBD] ASO. Provider shall not claim for Provider, Provider's employees, or subcontractors any rights, privileges, or benefits which would accrue to an employee of GCBH ASO. Provider shall indemnify and hold GCBH ASO harmless from all obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider, Provider's employees and subcontractors unless specified in this Contract.

7.17 **INSURANCE**

GCBH ASO certifies it is a member of Enduris for all exposure to tort liability, general liability, property damage liability and vehicle liability, if applicable, as provided by RCW 43.19.

By the date of execution of this Contract and post 15 days renewal of said contract, the Provider shall procure and maintain insurance for the duration of this Contract, Provider shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000; shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. The costs of such insurance shall be paid by the Provider or subcontractor. The Provider may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Provider is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Provider, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. All non-risk pool policies shall name GCBH ASO as a covered entity under said policy(s).

7.18 **INTEGRATION**

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

7.19 **MAINTENANCE OF RECORDS**

Provider shall prepare, maintain, and retain, accurate records, including appropriate medical records and administrative and financial records, related to this Contract and to Services provided hereunder in accordance with industry standards, applicable federal and state statutes and regulations, and state and federal sponsored health program requirements. Such records shall be maintained for the maximum period required by federal or state law. GCBH ASO shall have continued access to Provider's records as necessary for GCBH ASO to perform its obligations hereunder, to comply with federal and state laws and regulations, and to ensure compliance with applicable accreditation and HCA and CMS requirements.

Provider shall completely and accurately report encounter data to GCBH ASO and shall certify the accuracy and completeness of all encounter data submitted. Provider shall assure that it, and all of its subcontractors that are required to report encounter data, have the capacity to submit all data necessary to enable the GCBH ASO to meet the reporting requirements in the Encounter Data Transaction Guide published by HCA, or other requirements HCA may develop and impose on GCBH ASO or Provider.

Upon GCBH ASO request, or under GCBH ASO state and federal sponsored health programs and associated contracts, Provider shall provide to GCBH ASO direct access and/or copies of all information, encounter data, statistical data, and treatment records pertaining to Members who receive Services hereunder, or in conjunction with claims reviews, quality improvement programs, grievances and appeals and peer reviews.

7.19.1 **Notice of Amendment**

Except when a longer period is required by applicable law, GCBH ASO may amend the Contract upon mutual agreement with thirty (30) days prior written notice. In the event the Contractor does not agree to the amendments, negotiations to the amendment or right to terminate, the contract will become applicable. All contracts and/or amendments are not considered fully executed until all required signature are received and processed by GCBH.

7.20 **NO WAIVER OF RIGHTS**

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing signed by an authorized representative of the party and attached to the original Contract.

Waiver of any breach of any provision of this Contract 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 Contract.

7.21 **ONGOING SERVICES**

Provider and its subcontractors shall ensure in the event of labor disputes or job actions, including work slowdowns, such as “sick outs”, or other activities within its service BHA network, uninterrupted services shall be available as required by the terms of this Contract.

7.22 **OVERPAYMENTS**

In the event Provider fails to comply with any of the terms and conditions of this Contract and results in an overpayment, GCBH ASO may recover the amount due HCA, MCO, CMS, or other federal or state agency subject to dispute resolution as set forth in the contract. In the case of overpayment, Provider shall cooperate in the recoupment process and return to GCBH ASO the amount due upon demand.

7.23 **OWNERSHIP OF MATERIALS**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of GCBH ASO. The GCBH ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider that are not modified for use in the performance of this Contract.

7.24 **PERFORMANCE**

Provider shall furnish the necessary personnel, materials/behavioral 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, Provider is responsible for performing or ensuring all fiscal and program responsibilities required in this contract. No subcontract will terminate the legal responsibility of Provider to perform the terms of this Contract.

7.25 **RESOLUTION OF DISPUTES**

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

7.25.1 **Informal Resolution**

The parties shall use best efforts and will deal fairly and negotiate in good faith to informally resolve any disputes that may arise related to this Contract.

7.25.2 **Nonbinding Mediation**

If Provider is dissatisfied with GCBH ASO final resolution of a contract dispute or if GCBH ASO fails to grant or reject Provider's request for review of a contract dispute within thirty (30) days after it is made, Provider may submit the contract dispute to nonbinding mediation pursuant to Chapter 7.07 of the Revised Code of Washington. If mediation results in a written and mutually signed resolution of a contract dispute, then such resolution shall become binding and enforceable on the parties.

Nonbinding mediation shall not be utilized to adjudicate matters that primarily involve review of Provider's professional competence or professional conduct, and shall not be available as a mechanism for appeal of any determinations made as to such matters.

7.25.5 **Washington Law.**

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

7.26 **SEVERABILITY AND CONFORMITY**

The provisions of this Contract are severable. If any provision of this Contract, 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 Contract and the invalid provision shall be considered modified to conform to existing law.

7.27 **SINGLE AUDIT ACT**

If Provider or its subcontractor is a sub recipient of Federal awards as defined by OMB Uniform Guidance Subpart F, Provider 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, award numbers, and award years (if awards are for research and development), as well as names of the Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements into all contracts between Provider and its subcontractors who are sub recipients. Provider and its subcontractors shall comply with any future amendments to OMB Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

If Provider/subcontractors are a sub recipient and expends $1,000,000 or more in Federal awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Provider and applicable subcontractors shall submit to GCBH ASO Program Administrator the data collection form and reporting package specified in OMB Uniform Guidance Subpart F, 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 Uniform Guidance Subpart F, 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.

7.28 **SUBCONTRACTS**

Provider may subcontract services to be provided under this Contract subject to the following requirements.

7.28.1 The Provider shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of GCBH ASO. Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.

7.28.2 Provider shall be responsible for the acts and omissions of any subcontractor.

7.28.3 Provider must ensure the subcontractor neither employs any person nor contracts with any person or BHA excluded from participation in federal health care

programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per this Contract's General Terms and Conditions.

7.28.4 Provider shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.

7.28.5 Provider shall require subcontractors to comply with all applicable GCBH ASO operational policies as applicable.

7.28.6 Subcontracts for the provision of behavioral health services must require subcontractors to provide individuals access to translated information and interpreter services.

7.28.7 Provider shall ensure a process is in place to demonstrate all third-party resources are identified and pursued.

7.28.8 Provider 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 Contract on an ongoing basis including written reviews.

7.28.9 Provider will monitor performance of the subcontractors on an annual basis and notify GCBH ASO of any identified deficiencies or areas for improvement requiring corrective action by Provider.

7.28.10 The Provider agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless GCBH ASO its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that GCBH ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

Those written subcontracts shall:

7.28.11 Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Contract;

7.28.12 Require subcontractors to notify Provider in the event of a change in status of any required license or certification;

7.28.13 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;

7.28.15 Require the subcontractor to correct any areas of deficiencies in the subcontractor's performance that are identified by Provider, GCBH ASO/MCO/HCA;

7.28.15 Require best efforts to provide written or oral notification within 15 business days of termination of a Primary Care Provider (PCP) to individuals currently open for services who had received a service from the affected PCP in the previous 60 days.

Notification must be verifiable in the individual's medical record at the subcontractor.

7.29 **SURVIVABILITY**

The terms and conditions contained in this Contract by their sense and context are intended to survive the expiration of this Contract and shall so survive. Surviving terms include but are not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and Enforcement, Confidentiality of Member Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and Contract Administration Warranties and Survivability.

7.30 **TREATMENT OF INDIVIDUAL'S PROPERTY**

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

7.31 **WARRANTIES**

The parties' obligations are warranted and represented by each to be individually binding for the benefit of the other party. Provider warrants and represents it is able to perform its obligations set forth in this Contract and such obligations are binding upon Provider and other subcontractors for the benefit of GCBH ASO.

7.32 **CONTRACT CERTIFICATION**

By signing this Contract, the Provider certifies that in addition to agreeing to the terms and conditions provided herein, the Provider certifies that it has read and understands the contracting requirements and agrees to comply with all of the contract terms and conditions detailed on this contract and exhibits incorporated herein by reference.

The Contract Administrator for GCBH Administrative Services Organization is:

CO-DIRECTOR/FINANCE DIRECTOR
GREATER COLUMBIA BEHAVIORAL HEALTH, LLC ASO
101 N EDISON STREET
KENNEWICK, WA 99336

The Program Administrator for PROVIDER NAME is:

KATHLEEN STEWARDSON, CEO
PALOUSE RIVER COUNSELING
340 N. MAPLE
PULLMAN, WA 99362

Changes shall be provided to the other party in writing within 10 business days.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

GCBH ASO		PALOUSE RIVER COUNSELING	
_____		_____	
[GCBH, LLC ASO Signee]	Date	KATHLEEN STEWARDSON	Date
GCBH EXECUTIVE COMMITTEE CHAIRMAN		DIRECTOR	

EXHIBIT A
Statement of Services
Greater Columbia Behavioral Health, LLC
Agreement

Covered Crisis Services

Shall provide the following Crisis Services under this Agreement. The services below align with those contractually obligated by the AH-IMC Contracts.

As used herein, "Crisis Services" includes, but may not be limited to, crisis phone interventions, mobile crisis teams, and peer support services in crisis settings. As used herein "Crisis Stabilization Services" included, but may not be limited to, In-Home Crisis Stabilization Services, Crisis Stabilization Units (CSU's) and Crisis Relief Centers (CRC's).

Per AH-IMC Contracts, crisis services shall be available twenty (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. This shall include availability of a 24/7 regional crisis hotline that provides screening and referral to Plan's network of Participating Providers, where applicable, and availability of a 24/7 mobile crisis outreach team. Individuals will be able to access crisis services without full completion of intake evaluations and/or other screening and assessment processes.

Crisis Service codes and required and applicable modifiers shall include:

- H0030
- H0038
- H2011

Crisis Stabilization Services codes and required and applicable modifiers shall include:

- H2019
- S9484
- S9485

The Parties recognize and agree that the above list of codes may need to be amended based on the changes to the SERI, Member needs, BH-ASO capacity, or as otherwise agreed to by the Parties.

EXHIBIT B
Compensation
Greater Columbia Behavioral Health, LLC
Service Agreement

Crisis Services –

Payment Type**	Service Detail	Annual Total Medicaid	Annual Total Non-Medicaid	Total
Sub-Capitation	Crisis Services, as described in Exhibit A	[$0 to $10,000,000]	[$0 to $17,000,000]	[$0 to $27,000,000]

- Note: All amounts listed above are in increments of $1.00
- Note: The Payment type has been determined to be based on Sub-Capitation. The GBCH-ASO Funding and Fiscal Operations Committee determines payment methodology for Medicaid Crisis Services.

Crisis Stabilization Services –

Payment Type**	Service Detail – CPT Code	Rate
Per Hour Rate	In-Home Crisis Stabilization – H2019	[$0 to $100]
Per Hour Rate	Crisis Stabilization Services – S9484	[$0 to $100.00]
Per Diem Rate	Crisis Stabilization Services - S9485	[$0 to $1300.00]

- Note: All amounts listed above are in increments of $1.00
- Note: The Payment type has been determined to be based on FFS.