



# **Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/12/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

5/8/2025

**Clerk's File #**

OPR 2025-0391

**Cross Ref #**

**Project #**

**Council Meeting Date:** 06/02/2025

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

MAGGIE YATES 6753

**Requisition #**

**Contact E-Mail**

MYATES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

INTERLOCAL AGREEMENT FOR CO-RESPONDER PILOT PROGRAM


## **Agenda Wording**

The purpose of this Agreement is to provide an instrument for the coordination and administration of the Spokane County Behavioral Health Co-Responder Pilot Program.

## **Summary (Background)**

Pursuant to Resolution No. 24-0323, the Board of County Commissioners of Spokane County authorized the creation of the Spokane County Behavioral Health Co-Responder Pilot Program (the "Program"). The Program creates Behavioral Health Co-Response Teams, each consisting of a Fire/EMS Paramedic and a Behavioral Health Professional. These teams will address minor medical needs, provide crisis de-escalation and response services, and provide education, connection, and transport to appropriate resources to meet the needs of the individual.

Approved by Spokane City Council  
on: 6/2/2025

  
\_\_\_\_\_  
City Clerk

**What impacts would the proposal have on historically excluded communities?**

N/A

**How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?**

N/A

**How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?**

N/A

**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<b>Distribution List</b>			
		myates@spokanecity.org	

## INTERLOCAL AGREEMENT FOR CO-RESPONDER PILOT PROGRAM

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington (the “County”), by and through the **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (SCRBH), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES DEPARTMENT (CSD)**, whose address is 1116 W. Broadway Ave., Spokane, WA 99260, hereinafter referred to as “CSD SCRBH”, and the **CITY OF SPOKANE**, a municipal corporation of the State of Washington, acting by and through the **CITY OF SPOKANE FIRE DEPARTMENT (SFD)**, organized and existing pursuant to Chapter 35.103 RCW, whose address is 44 W. Riverside Ave., Spokane, WA 99201, collectively referred to as the **PARTIES**.

### RECITALS

- A. This Agreement is entered into by the PARTIES pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) in order to jointly and cooperatively exercise their respective powers and duties.
- B. Pursuant to Resolution No. 24-0323, the Board of County Commissioners of Spokane County authorized the creation of the Spokane County Behavioral Health Co-Responder Pilot Program (the “Program”). The Program creates Behavioral Health Co-Response Teams, each consisting of a Fire/EMS Paramedic and a Behavioral Health Professional. These teams will address minor medical needs, provide crisis de-escalation and response services, and provide education, connection, and transport to appropriate resources to meet the needs of the individual.

**SPOKANE COUNTY (“COUNTY”) is a political subdivision of Washington State**

**SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (“SCRBH”), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES DEPARTMENT (“CSD”)**

**the SPOKANE FIRE DEPARTMENT (“SFD”)**

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreement among the PARTIES set forth below, and for valuable consideration, the PARTIES agree as follows:

#### **1. Purpose of Agreement**

The purpose of this Agreement is to provide an instrument for the coordination and administration of the Spokane County Behavioral Health Co-Responder Pilot Program. The operative provisions relating to the Behavioral Health Co-Responder Pilot Program are as detailed in the Professional Services Agreement (Attachment A) and the Scope of Work (Attachment B). The COUNTY shall subcontract with Frontier Behavioral Health (“Provider”)

and coordinate between Provider and SFD regarding access to the necessary encounter data and all other data-sharing and collection needs to perform the Scope of Work.

## **2. Effective Date and Duration**

This Agreement will commence on March 1, 2025, and terminate on December 31, 2026, unless otherwise terminated as provided in Section 4 below.

## **3. Administrators**

Each PARTY to this Agreement shall designate an individual (an “Administrator”) to oversee and administer such PARTY’s participation in this Agreement. The initial Administrators of the PARTIES shall be the following individuals:

For Spokane County:

Justin Johnson/Ashley Magee  
1116 West Broadway Avenue  
Spokane, WA 99260

For Spokane Fire Department:

Julie O’Berg  
Spokane Fire Department  
44 W. Riverside Avenue  
Spokane, WA 99201

Any PARTY may change its Administrator at any time by delivering written notice of such PARTY’s new Administrator to all other PARTIES.

## **4. Termination**

Any Party may terminate this Agreement pursuant the terms of Section 20 of the Professional Services Agreement (Attachment A).

The Parties acknowledge that the terms of this Agreement are contingent upon Spokane County’s appropriation of necessary funds. If funds are not appropriated for this Agreement at any point in its duration, including any renewal, then this Agreement will terminate as of the last fiscal year for which funds are appropriated.

The COUNTY shall promptly notify the other Parties in writing of any such non-allocation of funds.

## **5. Co-Responder Services**

The PARTIES shall perform their respective duties under this Agreement as set forth in the

Scope of Work (Attachment B). The PARTIES acknowledge and understand that the allocation of funding is explicitly and exclusively to hire and train SFD personnel dedicated fulltime to the Co-Responder Pilot Program. The funding for this Pilot Program set forth in Section 3 of the Personal Services Agreement (PSA) is intended to cover the cost of SFD personnel dedicated full time to the Program and may not be used to pay for ~~overtime or~~ firefighter/paramedic work outside the Scope of Work. Provided, however, that this provision shall not limit such fire department employees from participating in mutual aid or multijurisdictional agreements if the Scope of Work is performed in all material respects.

Once a Provider subcontract has been executed, SFD and CSD shall collaborate on arrangements to ensure Provider's team has all necessary access and training to SFD's internal electronic medical and data record system, including any crisis response, medical tracking systems in order to collect all necessary encounter data.

## **6. Data-Sharing**

The COUNTY shall review all necessary encounter data compiled by the SFD and Provider to perform data validation and review for accuracy. The data has been classified by the SFD as either internal use, sensitive, or restricted; due to its non-public nature, this data must be afforded special treatment to ensure its proper protection from inappropriate use or release. The SFD retains full ownership of the data. The COUNTY shall consult with the SFD before specific data is reported, though anonymized general statistic data may be reported. Subject to legal requirements imposed on the PARTIES under the Washington State Public Records Act, RCW 42.56, et. seq, the confidentiality of data pertaining to individuals will be protected and no personally identifiable information shall be released to third parties without prior approval. The COUNTY agrees to strictly adhere to using the data solely for the purposes specified in this agreement and for informed monitoring and project management. The COUNTY shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement, and shall notify SFD within twenty-four (24) hours of knowledge of any breach of system security. To ensure continuity of care, coordination of services, and engagement necessary for multi-disciplinary inter-agency collaboration, the SFD shall provide appropriate access to the COUNTY contracted behavioral health provider for all necessary information regarding the engagement, treatment, and coordination of services for all individuals engaged as part of the program, including access to designated electronic medical records (EMR) or other data collection systems.

## **7. Independent Contractors**

The COUNTY will perform its services under this Agreement as an independent contractor and not as an agent, employee, or servant of SFD. Likewise, SFD will perform their services under this Agreement as independent contractors and not as agents, employees, or servants of the COUNTY. Each PARTY shall be solely responsible for control, supervision, direction, and discipline of its own personnel.

## **8. Compensation**

SFD shall be reimbursed monthly per the Professional Services Agreement, Attachment A. Each month, SFD shall submit to the COUNTY a monthly billing invoice no later than the 20th of the following month including documentation substantiating allowable actual costs. Supporting documentation must include a general ledger report generated from the agency's accounting systems detailing COUNTY funded revenues and expenditures. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement. Any diversion of funding from the Scope of Work, including without limitation to the purchase of capital assets, is a material breach of this Agreement.

## **9. Hold Harmless and Indemnification**

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. For the purposes of this provision, Provider shall be deemed covered equivalent to each other PARTY.

Each PARTY is responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold harmless from any such liability. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Agreement except as expressly provided herein.

In the case of negligence by all PARTIES, any damages allowed will be levied in proportion to the percentage of negligence attributable to each PARTY and each PARTY will have the right to seek contribution from the other responsible PARTY in proportion to the percentage of negligence attributable to the other PARTY.

These indemnification provisions shall survive any termination of this Agreement.

## **10. Insurance**

SFD shall furnish and maintain all insurances as required in the Professional Services Agreement and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Any exclusion's must be approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence

of all required insurance and bonding is provided to the COUNTY. SFD shall not commence work, nor shall the SFD allow any Subcontractor to commence work on any subcontract until a Certificate of Insurance or an equivalent document guaranteeing sufficient insurance coverages, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, SFD shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the SFD's policy currently in force.

Failure of SFD to fully comply with the insurance requirements set forth in the Professional Services Agreement, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at COUNTY's discretion.

#### **11. Liability Related to City Ordinances, Policies, Rules and Regulations**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the SFD from any liability or responsibility which arises in whole or in part from the existence or effect of City of Spokane ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the SFD shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the SFD, the County, or both, the SFD shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

#### **12. Compliance with Laws**

In the performing its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

#### **13. Dispute Resolution**

If a conflict arises between any of the Parties regarding or relating to the terms of or performance under this Agreement, then the Parties shall use their best efforts to resolve such conflict promptly and informally. If the conflict cannot be resolved promptly and informally, then the Parties shall refer the matter for mediation to a mediator mutually selected by the Parties. If mediation is unsuccessful in resolving the matter, then a Party may pursue any other remedy available at law or in equity, including specific performance.

#### **14. Notices**

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in



Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Time of the Essence**

Time is of the essence for each term of this Agreement, as well as any attachments, exhibits, or other materials incorporated herein.

**16. Entire Agreement**

This Agreement, and any attachments, exhibits, or other materials incorporated herein, constitutes the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings regarding this Agreement.

**17. Amendment**

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Parties.

**18. Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the substantive and procedural laws of the State of Washington. The venue of any action arising from or relating to this Agreement will be a court of competent jurisdiction in Spokane County, Washington.

**19. No Waiver**

If at any time a Party fails to require performance by another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

**20. No Assignment; No Third Party Beneficiaries**

This Agreement may not be assigned, either in whole or in part, by any Party. Any attempt by any Party to assign any part of this Agreement to a third party will be null and void. No other person will be deemed to have any rights or privileges with respect to this Agreement.

**21. No Joint Venture**

Nothing in this Agreement will be construed as creating any partnership, joint venture, or other joint enterprise between the Parties.

**22. No Separate Entity Necessary**

The Parties agree that no separate legal or administrative entities are necessary to carry out this

Agreement.

**23. Ownership of Property**

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by a Party in connection with its performance under this Agreement will remain the sole property of such Party, and no other Party shall have an interest therein.

**24. Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

**25. Incorporation by Reference; Attachments**

Each of the following documents is incorporated by reference as though set forth in their entirety herein.

- Attachment A: Professional Services Agreement
- Attachment B: Scope of Work
- Attachment C: HIPAA
- Attachment D: Certifications

**26. Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

ATTEST:	_____ CHAIR
_____ Ginna Vasquez Clerk of the Board	_____ VICE-CHAIR
	_____ COMMISSIONER
	_____ COMMISSIONER
	_____ COMMISSIONER

**CITY OF SPOKANE**

Maggie Yates  
By: \_\_\_\_\_  
Title: Assistant City Administrator  
Date: 6/3/2025

Attest:



By: Terri Pfister

Title: City Clerk

Date: 6/4/2025



Approved as to form:



By: Michael J. Piccolo

Title: City Attorney

Date: 6/3/2025

## Spokane County Regional Behavioral Health Professional Services Agreement

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is entered into by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and through the **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (SCRBH), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES DEPARTMENT (CSD)** whose address is 1116 W. Broadway Avenue, Spokane, WA 99260, hereinafter referred to as "CSD SCRBH", and the **CITY OF SPOKANE**, a municipal corporation of the State of Washington, acting by and through the **CITY OF SPOKANE FIRE DEPARTMENT**, organized and existing pursuant to Chapter 35.103 RCW, whose address is 44 W. Riverside Ave., Spokane, WA 99201, hereinafter referred to as "Contractor".

### 1. TERM OF AGREEMENT

- 1.1. **PERIOD OF PERFORMANCE:** The Contractor shall provide services pursuant to this Agreement between March 1, 2025, and December 31, 2025, as more fully described herein.
- 1.2. The term of the Agreement may be altered only by a fully executed Amendment, pursuant to the terms of this Agreement.
- 1.3. CSD SCRBH shall have no obligation to amend, renew, or re-contract with the Contractor, absent both parties fully executing a document evidencing such intent.

### 2. STATEMENT OF WORK:

- 2.1. **SCOPE OF WORK:** The Contractor shall assist CSD SCRBH by providing services as outlined in the attached Attachment B Scope of Work.

### 3. PAYMENT AND FUNDING SOURCE

- 3.1. Funding source for this Agreement are Spokane County local behavioral health and/or state behavioral health funds.
- 3.2. Maximum consideration for this Agreement is six hundred fifty thousand Dollars (\$650,000.00).
- 3.3. Each month, the Contractor shall submit to the CSD SCRBH a monthly billing invoice (provided by the CSD SCRBH) no later than the 20th of the following month including documentation substantiating allowable actual costs. Supporting documentation must include a general ledger report generated from the Contractor's accounting systems detailing CSD SCRBH funded revenues and expenditures. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.
- 3.4. **Billing Invoices** with all accompanying documentation shall be sent to the CSD SCRBH at the following address or email address (with proper encryption if applicable):

Spokane County Community Services Department  
c/o Fiscal Team  
1116 W. Broadway Avenue  
Spokane, WA 99260  
email to: [SCRBH-Finance@spokanecounty.org](mailto:SCRBH-Finance@spokanecounty.org)

- 3.5. **Recovery of Overpayment to the Contractor:** The Contractor shall not be reimbursed more than the amount listed in section 3.2. above. If the CSD SCR BH, or any other state or federal agency finds discrepancies in the Monthly Billing Invoice, the Contractor may be requested to reimburse the CSD SCR BH.

#### 4. **MANAGEMENT INFORMATION SYSTEM (BEHAVIORAL HEALTH DATA MANAGEMENT)**

- 4.1. **Data Submission and Error Correction.** The Contractor shall comply with Washington State/SCR BH data submission form(s) and data entry requirements, or other data related compliance requirements.

#### 5. **DATA USE, SECURITY, AND CONFIDENTIALITY**

- 5.1. Attachment C, HIPAA Compliance and Data Use, Security, and Confidentiality, sets out the Contractor's obligations for compliance with data security and confidentiality terms.

#### 6. **COMPLIANCE WITH LAW AND REGULATIONS**

- 6.1. The Contractor agrees to comply with the laws and regulations of the State of Washington applicable to its activities, such as RCW 71.24, WAC 246-341, WAC 246-976, WAC 388-850, and all other applicable laws, rules, regulations, ordinances, and licensing requirements in performance of its duties under this Agreement.

#### 7. **MAINTENANCE AND RETENTION OF RECORDS**

- 7.1. Records Maintenance:
- 7.1.1. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by CSD SCR BH to ensure proper accounting for all Agreement funds and compliance with this Agreement.
  - 7.1.2. Fiscal books, records, documents, reports, and other data shall be maintained in a manner consistent with generally accepted accounting principles and retained for a period prescribed by any applicable ruling or other statute, but in no instance less than six (6) years after termination of this Agreement.
  - 7.1.3. The Contractor shall provide a written Records Maintenance Policy and Procedures which will cover records storage, retention, and disposition procedures. The Contractor shall also have a process in place to ensure

compliance with confidentiality requirements of behavioral health program records.

- 7.1.4. For the same period, the Contractor shall maintain records sufficient to substantiate CSD SCR BH's statement of its organization's structure, tax status, capabilities, and performance.
- 7.1.5. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §434.34 (a), 42 CFR §456.111, 42 CFR §456.211, WAC 246-341, RCW 71.41, and all other applicable federal, state, and local statutes.
- 7.2. **Records Retention:** During the term of this Agreement for ten (10) years following termination or expiration of this Agreement; ten (10) years after discharge or transfer of any Individual (including electronic record); if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the ten (10) year period, whichever is later; and retain a youth or child's individual clinical record (including electronic record) for at least ten (10) years after the most recent discharge, or at least three (3) years following the youth or child's eighteenth (18) birthday.
  - 7.2.1. The Contractor shall maintain records sufficient to:
    - 7.2.1.1. Document performance of all acts required by law, regulation, or this Agreement;
    - 7.2.1.2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
    - 7.2.1.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Spokane County and all expenditures made by the Contractor to perform as required by this Agreement.
  - 7.2.2. The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by the Health Care Authority (HCA) or other Washington State Departments.
  - 7.2.3. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to Individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
  - 7.2.4. The Contractor shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.

## 8. ASSIGNMENT

- 8.1. The Contractor may not assign or transfer, in whole or in part, its interest in this Agreement without the express written consent of CSD SCR BH.

- 8.2. No Subcontract shall terminate the Contractor's legal responsibility to the CSD SCRBH or other funder for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

## 9. CHANGES AND MODIFICATIONS

- 9.1. Except as provided herein, this Agreement may be amended only in writing by agreement of all parties hereto. If any such change causes an increase or decrease in the cost of, or the time required for performance, an agreement shall be part of the amendment regarding the contract price, period of performance, or both.

## 10. NOTICES

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

CSD SCRBH: **Director**  
Spokane County Community Services Department  
1116 West Broadway Avenue  
Spokane, WA 99260

With a copy to: **Integrated Behavioral Healthcare Manager**  
Spokane County Community Services Department  
1116 West Broadway Avenue  
Spokane, WA 99260

Contractor: **Fire Chief**  
Spokane Fire Department  
44 W. Riverside Avenue  
Spokane, WA 99201

## 11. GOVERNING LAW AND VENUE

- 11.1. It is mutually agreed that any action at law, suit in equity or other proceeding by the Contractor for the enforcement of this Agreement against CSD SCRBH, shall be instituted and maintained only in a court of competent jurisdiction in Spokane County. In the event of a lawsuit by CSD SCRBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050. This Agreement shall be governed by and construed under Washington law.

## 12. SEVERABILITY

- 12.1. If any part, term or provision of this Agreement is held by a court to be illegal the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid portion. If it should appear that any part, term or provision conflicts with statutes then that part, term or provision shall be deemed



inoperative, and this Agreement shall be modified to conform to such statutory provision.

### **13. WAIVER**

- 13.1. No officer or employee of County has the power, right or authority to waive any of the terms of covenants of this Agreement. The failure of County to enforce any of the terms or covenants or the failure to require performance shall not be construed as a waiver nor in any way affect the validity of this Agreement or the right of County to enforce each and every contract term.

### **14. CONTRACTOR NOT COUNTY EMPLOYEE**

- 14.1. The Contractor and its employees or agents performing under this contract are not employees of Spokane County. The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agency, officer or employee of Spokane County, nor will they claim any of the rights, privileges or benefits which might accrue to State or County employees. In the performance of the services contemplated herein Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work and provision of the services, County being interested only in the results obtained. The services provided shall be subject only to County's right of inspection and right to expect that services be performed in accordance with the provisions of the contract.

### **15. INFORMATION SYSTEM SECURITY AND PROTECTION OF CONFIDENTIAL INFORMATION**

- 15.1. The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for Individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A.
- 15.2. The Contractor shall comply with all confidentiality requirements of the HIPAA (45 CFR parts 160, 162, and 164).

### **16. INDEMNIFICATION AND HOLD HARMLESS**

- 16.1. The Contractor is an independent contractor and not the agent or employee of Spokane County. No liability shall attach to Spokane County for entering into this Agreement or because of any act or omission of the Contractor except as expressly provided.
- 16.2. The Contractor agrees to defend, indemnify, and hold Spokane County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage

to property caused by or resulting from the sole negligence of Spokane County, their agents or employees. The Contractor's duty to defend, indemnify, and hold Spokane County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) Spokane County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall include, as to all claims, demands, losses and liability to which it applies, Spokane County's personnel-related costs, reasonable attorney's fees, court costs, and all other claim-related expenses.

- 16.3. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.
- 16.4. The Contractor further agrees that this duty to indemnify Spokane County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Contractor for liability for injuries to the Contractor's workers and employees, and the Contractor hereby waives any such immunity for the purpose of this duty to indemnify Spokane County.
- 16.5. SCRBH AND THE CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. The Contractor's duties under this section shall survive expiration or earlier termination of the Agreement.

## **17. INSURANCE**

- 17.1. The Contractor shall furnish and maintain all insurances as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion's must be approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence of all required insurance and bonding is provided to Spokane County. The Contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the Agreement is executed. The insurance policy or policies will not be cancelled, materially changes or altered without forty-five (45) days' notice submitted to the department with whom the Agreement is executed. The policy shall be endorsed, and the certificate shall reflect that Spokane County is an additional named insured on the Contractor's general liability policy with respect to activities under the Agreement. The policy shall provide, and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 17.1.1. Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.
- 17.2. The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Spokane County shall be excess and not contributory insurance to that provided by the Contractor.
- 17.3. The Contractor shall not commence work, nor shall the Contractor allow any Subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.
- 17.4. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion. Alternatively, Spokane County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). Spokane County may offset the cost of such insurance against payment due to the Contractor under the Agreement.
- 17.5. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.
- 17.6. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:
  - 17.6.1. General Liability Insurance: The Contractor shall carry, for the duration of this Agreement, General Liability Insurance in the amounts of One Million Dollars (\$1,000,000.00) Per Occurrence with no deductible; General Aggregate Two Million Dollars (\$2,000,000.00). The policy shall include general liability arising out of premises, operations, independent contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.
  - 17.6.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, it's Officers, Agents and Employees are Named Additional Insured."
  - 17.6.3. Workers Compensation: When the Contractor has employees of the company, the Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification number. Provision of this number will be the Contractor's assurance that coverage is in effect.

- 17.6.4. Medical Professional Liability Insurance: The Contractor shall carry Professional Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three Million Dollars (\$3,000,000.00) aggregate covering Spokane County, the Physician and Alternate Physician(s), when performing services as provided for under the terms of this Contract.
- 17.7. Waiver of Subrogation. CSD SCRBH shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of CSD SCRBH, its agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. The Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

## **18. MEDIATION / ARBITRATION**

- 18.1. In the event that a dispute should arise under this Agreement, as a condition precedent to arbitration, the dispute shall first be submitted to mediation. If a party refuses to participate in mediation, or if the parties fail to resolve their dispute through mediation, then the parties shall seek arbitration in the following manner:
- 18.1.1. The party seeking arbitration shall submit to the other party a statement of the issue(s), to be arbitrated and shall designate the responding party's arbitrator, all within fourteen (14) days after receipt of the initial notice.
- 18.1.2. The two (2) arbitrators thus nominated shall proceed promptly to select a third arbitrator.
- 18.1.3. The arbitrators shall, as promptly as the circumstances will allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issue(s) submitted to them and shall render their decision in writing.
- 18.1.4. Any decision as to procedure and substance made by a majority of the arbitration panel shall be final and binding.
- 18.1.5. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.
- 18.1.6. The arbitrators have the authority to award attorney fees and costs to either party in accordance with the merits and good faith of the positions asserted by the parties.
- 18.1.7. In lieu of appointing three (3) arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.
- 18.1.8. Judgment upon the award rendered by the arbitration may be entered in any court of competent jurisdiction.
- 18.1.9. Each party shall pay the cost of the arbitrator it appointed and one half (1/2) of the costs of the third arbitrator.

- 18.1.10. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the statutes of the State of Washington pertaining to binding arbitration, and the mandatory arbitration rules of the State of Washington in Spokane County that relate to discovery and the conduct of arbitration hearings, which as of the date of this Agreement are MAR 4 and 5, and LMAR 4 and 5.

## 19. PROGRAM INTEGRITY

- 19.1. Only licensed or certified Behavioral Health Providers shall provide behavioral health services. Licensed or certified Behavioral Health Providers include, but are not limited to: Health Care Professionals, licensed agencies or clinics, or professionals operating under an agency affiliated license. Contractor employees dedicated to Co-Responder Behavioral Health Crisis Response duties with CSD SCRBH shall provide and maintain all credentials required of City of Spokane fire-fighter/paramedic professionals, including but not limited to chapters 18.73, 41.08, and 71.24 RCW and WAC 296-305.
- 19.2. The Contractor shall have and comply with policies and procedures that guide and require the Contractor and the Contractor's officers, employees, agents, and Subcontractors to comply with Program Integrity requirements. The policies and procedures must comply with all applicable federal and state program integrity standards, including proper payments to providers and methods for detection of fraud, waste, and abuse.
- 19.3. The Contractor must include Program Integrity requirements in its subcontracts and subcontractor applications, credentialing and re-credentialing processes. These requirements must also be propagated to any other lower tier subcontracts entered into by a subcontractor.
- 19.4. **Policies and Procedures:** The Contractor shall develop, implement, maintain, comply with and monitor compliance with written policies and procedures related to all requirements of this Contract. The Contractor shall submit policies and procedures to the CSD SCRBH for review upon request by SCRBH and any time there is a new policy and procedure or there is a change to an existing policy and procedure. The Contractor shall provide all relevant policies and procedures to its providers and Subcontractors, including but not limited to: billing, critical incidents, and other reporting requirements.
- 19.4.1. The Contractor's policies and procedures shall:
- 19.4.1.1. Direct and guide the Contractor's employees, Subcontractors, and any non-contracted providers' compliance with all applicable federal, state, and contractual requirements.
  - 19.4.1.2. Fully articulate the requirements.
  - 19.4.1.3. Have an effective training plan related to the requirements and maintain records of the number of staff participating in training, including evidence of assessment of participant knowledge and satisfaction with the training.
  - 19.4.1.4. Include monitoring of compliance, prompt response to detected non-compliance, and effective corrective action.

19.5. **Required Provisions for Contractors.**

- 19.5.1. The Contractor shall investigate and disclose to the CSD SCRBH, immediately upon becoming aware, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare or the Title XX of the Social Security Act since the inception of those programs.

19.6. **Provider Credentialing and Disclosures.** Intentionally deleted.

19.7. **Fraud, Waste, and Abuse.** Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable federal or state law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

- 19.7.1. The Contractor must report suspected fraud or abuse directly to the CSD SCRBH within one (1) business day of discovery and cooperate in any investigation or prosecution conducted by a federal or state agency, and/or the CSD SCRBH.

- 19.7.2. When the Contractor notifies the CSD SCRBH about potential fraud and abuse, the Contractor must send the following information:

- 19.7.2.1. The Subject(s) of complaint by name and either provider/ subcontractor type or employee position;
- 19.7.2.2. The source of the complaint;
- 19.7.2.3. The nature of fraud, waste, or abuse;
- 19.7.2.4. The approximate dollar amount;
- 19.7.2.5. The legal and administrative disposition of the case; and
- 19.7.2.6. The involved organization(s).

- 19.7.3. The Contractor and all of its Subcontractors must comply with the following:

- 19.7.3.1. Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107(b)(3);
- 19.7.3.2. Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21(a)(2);
- 19.7.3.3. For free, upon request, copies of records showing the extent of the services delivered to Individuals, the extent of payments and any other information kept by the Subcontractor, 42 CFR 431.107(b)(2), 45 CFR 455.21 (a)(2); and
- 19.7.3.4. Obtain and use National Provider Identifier (NPIs).

- 19.7.4. The Contractor's, Compliance, Fraud, Waste and Abuse program must have procedures for the following requirements:

- 19.7.4.1. A process to inform offices, employees, agents, and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a)(68) of the SSA including information regarding the rights of employees to be protected as whistleblowers;
  - 19.7.4.2. Administrative procedures to detect and prevent fraud, waste, and abuse, and a mandatory compliance plan;
  - 19.7.4.3. Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards;
  - 19.7.4.4. The designation of a compliance officer and a compliance committee who is accountable to senior management;
  - 19.7.4.5. Effective ongoing training and education for all affected parties;
  - 19.7.4.6. Effective communication between the compliance officer and the Contractor's employees and subcontractors;
  - 19.7.4.7. Enforcement of standards through well-publicized disciplinary policies;
  - 19.7.4.8. Internal monitoring and auditing of the Contractor and providers;
  - 19.7.4.9. Provisions for prompt response to detected violations and development of corrective action initiatives; and
  - 19.7.4.10. Provision of detailed information to employees and Subcontractors regarding fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.
- 19.8. **Reporting:** All Program Integrity reporting to CSD SCR BH shall be in accordance with the Notices provisions of the General Terms and Conditions of this Contract unless otherwise specified herein.
- 19.8.1. The Contractor shall submit to CSD SCR BH a report of any recoveries made, or overpayments identified by the Contractor during the course of their claims review/analysis. The report must be submitted to CSD SCR BH at [scrbh-finance@spokanecounty.org](mailto:scrbh-finance@spokanecounty.org).
  - 19.8.2. The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of fraud by an Individual to the CSD SCR BH Compliance Officer, Integrated Behavioral Healthcare Manager, or Director by any of the following:
    - 19.8.2.1. File an anonymous report via the Spokane County CSD Behavioral Health public website, "Report a Compliance issue" at <https://www.spokanecounty.org/4240/Report-a-Compliance-Issue>;
    - 19.8.2.2. Fill out a report form and fax, mail or email it to the SCR BH Compliance Officer at [SCRBHReport@spokanecounty.org](mailto:SCRBHReport@spokanecounty.org). A printable report form is available at the website above. Contact information is found on the cover page of this Agreement; or
    - 19.8.2.3. Federal Fraud & Abuse Hotline: 1 (800) 562-6906.

- 19.8.3. The Contractor shall submit to CSD SCRBH on occurrence, a list of terminations report including providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation, and any related Program Integrity termination. If the Contractor has nothing to report, no report is necessary. The Contractor shall send the report electronically to CSD SCRBH at [SCRBHcontracts@spokanecounty.org](mailto:SCRBHcontracts@spokanecounty.org) with subject "Program Integrity list of Terminations Report." The report must include all of the following:
- 19.8.3.1. Individual provider/entities' name;
  - 19.8.3.2. Individual provider/entities' NPI number;
  - 19.8.3.3. Source of involuntary termination;
  - 19.8.3.4. Nature of the involuntary termination; and
  - 19.8.3.5. Legal action against the individual/entities.
- 19.9. **Records Retention:** The Contractor must meet the following documentation and record retention requirements:
- 19.9.1. Maintain for a minimum of ten (10) years from the date of issuance all materials documenting the life cycle of a payment suspension that was imposed in whole or part, including the following:
- 19.9.1.1. All notices of suspension of payment in whole or part.
  - 19.9.1.2. All fraud referrals to the DSHS, HCA, CSD SCRBH, or other law enforcement agency.
  - 19.9.1.3. All quarterly certifications of continuing investigation status by law enforcement.
  - 19.9.1.4. All notices documenting the termination of a suspension.
- 19.10. **Records Requests:** Upon, the Contractor and the Contractor's Subcontractors shall allow CSD SCRBH; HCA; or any authorized state, federal agency, or authorized representative access to all records pertaining to this Contract, including computerized data stored by the Contractor or Subcontractor. The Contractor and its Subcontractors shall provide and furnish the records at no cost to the requesting agency. Additionally, the Contractor shall respond with all available records in a timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).
- 19.11. **Excluded Providers.** The CSD SCRBH and the Contractor are prohibited from paying with funds received under this Agreement for goods and services furnished, ordered, or prescribed by excluded individuals and entities: (SSA Section 1903(i)(2); and 42 CFR 1001.1901(b)). In addition, the CSD SCRBH and the Contractor must ensure that it does not employ or contract with anyone that is excluded from participation in federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549, or 45 CFR 92.35.
- 19.11.1. The Contractor, by signature of this Contract, certifies that the Contractor and individuals listed in the section above are not presently debarred, suspended, proposed for Debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred).



- 19.11.2. The Contractor shall immediately notify CSD SCRBH if, during the term of this Contract, the Contractor or any of the individuals listed in the section above become debarred. CSD SCRBH may immediately terminate this Contract by providing Contractor written notice in accord with the "Termination for Cause" Section of this Contract if the Contractor becomes debarred during the term hereof.
- 19.11.3. The Contractor must monitor all entities and individual types listed above for exclusions in accordance with CSD SCRBH Program Integrity Policy number AD – 8, found at: <https://www.spokanecounty.org/3139/Policies-Procedures> referenced hereto and incorporated herein.
- 19.11.4. The Contractor must report to the CSD SCRBH:
  - 19.11.4.1. Any excluded individuals and entities discovered in the screening immediately upon becoming aware of the exclusion;
  - 19.11.4.2. Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
  - 19.11.4.3. Any actions taken by the Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;
  - 19.11.4.4. Any subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination; and
- 19.11.5. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
  - 19.11.5.1. The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.

## **20. TERMINATION**

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

- 20.1.3. At the CSD SCRBH's discretion, CSD SCRBH may give notice to the Contractor to suspend performance when CSD SCRBH determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
- 20.1.4. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- 20.1.5. When CSD SCRBH determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to CSD SCRBH informing CSD SCRBH whether it can resume performance and, if so, the date of resumption. For purposes of this sub subsection, "written notice" may include email.
- 20.1.6. If the Contractor's proposed resumption date is not acceptable to the CSD SCRBH and an acceptable date cannot be negotiated, the CSD SCRBH may terminate the contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. CSD SCRBH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- 20.1.7. CSD SCRBH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to CSD SCRBH in the event the termination option in this section is exercised.
- 20.2. **Termination for Convenience.** The CSD SCRBH may terminate this Agreement in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving the CSD SCRBH at least thirty (30) calendar days' written notice addressed to the CSD SCRBH contact person (or to his or her successor) listed on the first page of this Agreement.
- 20.3. **Termination Due to Change in CSD SCRBH Funding.** In the event that changes to funding for CSD SCRBH' render this Agreement invalid in any way after the effective date of the Agreement and prior to its normal completion, the CSD SCRBH may terminate this Agreement, subject to re-negotiation (if applicable) under those new special terms and conditions.
- 20.4. **Termination for Default.**
  - 20.4.1. CSD SCRBH may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if CSD SCRBH has a reasonable basis to believe that the Contractor has:
    - 20.4.1.1. Failed to meet or maintain any requirement for contracting with CSD SCRBH;
    - 20.4.1.2. Failed to protect the health or safety of any CSD SCRBH individual;
    - 20.4.1.3. Failed to perform, or otherwise breached, any term or condition of

this Agreement, or any provision of this Agreement;

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

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

20.4.2. Before the CSD SCRBH may terminate this Agreement for default, the CSD SCRBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the CSD SCRBH may then terminate the Agreement. CSD SCRBH may terminate the Agreement for default without such written notice and without opportunity for correction if the CSD SCRBH has a reasonable basis to believe that an individual's health or safety is in jeopardy.

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

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

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

20.4.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

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

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

20.4.5. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

## 20.5. **Termination for Failed Program Integrity.**

20.5.1. CSD SCRBH may immediately terminate this Contract by providing the Contractor written notice if any of the following occurs:

20.5.1.1. Any owner of the Contractor becomes Debarred;

20.5.1.2. Failure to provide accurate and timely information required by 42 CFR 455.106 (a), 42 CFR 455 Subpart E, 42 CFR 455.416 (d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor;

- 20.5.1.3. The Contractors owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416 (a);
- 20.5.1.4. The Contractors owners are convicted of a criminal offense related to the persons involvement with the Medicare, Medicaid or Title XXI program in the last ten (10) years, 42 CFR 455.416 (b);
- 20.5.1.5. The Contractor has been terminated under Title XVIII of the SSA, or under any States Medicaid or CHIP program, 42 CFR 455.416 (c);
- 20.5.1.6. Failure to comply with this a request for the Contractor or its owners, to provide to DSHS fingerprints in a form determined by DSHS within thirty (30) days of a CMS or DSHS agency request, 42 CFR 455.434 (b) (2), 42 CFR 455.416 (e), 42 CFR 455.450 (d);
- 20.5.1.7. Failed to permit HCA, DOH, DSHS or CSD SCRBH access to one of the Contractors locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f); and
- 20.5.1.8. HCA, DOH, DSHS, or CSD SCRBH determines that the Contractor has falsified any information provided to HCA, DSHS, or CSD SCRBH, as per 42 CFR 455.16 (g).

20.6. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

- 20.6.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, distribution of property, and termination of services.
- 20.6.2. The Contractor shall promptly deliver to CSD SCRBH contact person (or to his or her successor) listed on the first page of this Agreement, CSD SCRBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return CSD SCRBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of CSD SCRBH that is in the possession of the Contractor pending return to SCRBH.
- 20.6.3. CSD SCRBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. CSD SCRBH may pay an amount mutually agreed upon by the parties for partially completed work and services if work products are useful to or usable by CSD SCRBH.
- 20.6.4. If CSD SCRBH terminates this Agreement for default, CSD SCRBH may withhold a sum from the final payment to the Contractor that CSD SCRBH determines is necessary to protect CSD SCRBH against loss or additional liability. CSD SCRBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to the Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor

terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in the section entitled "Lawsuits".

- 20.6.5. Upon termination of this Agreement, CSD SCRBH will conduct financial monitoring as necessary to determine if any monies are due to the Contractor or refunds due back to CSD SCRBH under this Agreement.
- 20.7. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 9.1, "Amendment". Only CSD SCRBH Leadership has the authority to waive any term or condition of this Agreement on behalf of CSD SCRBH.

## 21. MONITORING

- 21.1. The CSD SCRBH shall conduct reviews of its Contractors, in accordance with its funding contracts, and must initiate corrective action when necessary, which may occur during or after the current contract period. All collected data including monitoring results, agency audits, contract monitoring activities, grievances, and services verification must be incorporated into this review. The purpose of the monitoring is to document that the Contractor is fulfilling the requirements of the Agreement.
  - 21.1.1. The Office of the State Auditor, the CSD SCRBH, or any of their duly-authorized representatives, may conduct announced and unannounced:
    - 21.1.1.1. Surveys, audits, and reviews of compliance with licensing and certification requirements and the terms of this Contract.
    - 21.1.1.2. Audits regarding the quality, appropriateness, and timeliness of behavioral health services provided under this Contract.
    - 21.1.1.3. Audits and inspections of financial records.
  - 21.1.2. CSD SCRBH shall evaluate any prospective Subcontractor's ability to perform the activities for which that Contractor is contracting, including the Contractor's ability to perform delegated activities described in this Agreement.
  - 21.1.3. CSD SCRBH shall ensure that the Contractor updates service funding information when the funding source changes.
  - 21.1.4. The Contractor and its Subcontractors must maintain and provide any written or electronic records or data pertaining to this Contract including, but not limited to:
    - 21.1.4.1. Medical records;
    - 21.1.4.2. Billing records;
    - 21.1.4.3. Financial records;
    - 21.1.4.4. Any record related to services rendered, quality, appropriateness, and timeliness of service; and

- 21.1.4.5. Any record relevant to an administrative, civil, or criminal investigation or prosecution.
- 21.1.5. Upon request, the Contractor or Subcontractor shall assist in such review activities. Participation must include at a minimum:
  - 21.1.5.1. The submission of requested materials necessary for an appropriate state agency(s) with statutory responsibility and/or CSD SCRBH initiated review within thirty (30) calendar days of the request;
  - 21.1.5.2. The completion of site visit protocols provided by appropriate state agency and/or CSD SCRBH;
  - 21.1.5.3. Assistance in scheduling interviews and agency visits required for the completion of the review; and
  - 21.1.5.4. The CSD SCRBH may establish measures designed to maintain quality of services, controls costs, and is consistent with its responsibilities to Individuals.
- 21.1.6. The Contractor must provide access to its premises and the records requested to any state or federal agency or entity, including, but not limited to: HCA, U.S. Department of Health and Human Services (HHS), OIG, or Office of the Controller of the Treasury, whether the visitation is announced or unannounced.
- 21.1.7. The Contractor and its Subcontractors shall comply with all applicable required audits including authority to conduct a Facility inspection, and the federal OMB Super Circular, 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 audits.

## **22. REMEDIAL ACTIONS**

- 22.1. The CSD SCRBH may initiate remedial action if it is determined that any of the following situations exist:
  - 22.1.1. The Contractor has failed to perform any of the behavioral health services required in this Agreement;
  - 22.1.2. The Contractor has failed to develop, produce, and/or deliver to the CSD SCRBH any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;
  - 22.1.3. The Contractor has failed to perform any Administrative Function required under this Agreement;
  - 22.1.4. The Contractor has failed to resolve a situation identified pursuant to this section, to the satisfaction of the CSD SCRBH within prescribed time frames;
  - 22.1.5. The Contractor has failed to implement corrective action required by the CSD SCRBH within the CSD SCRBH prescribed timeframes;

- 22.1.6. The Contractor has failed to correct, or remedy, violations issued by a federal or state agency, including but not limited to program, licensing, or fiscal requirements; or
- 22.1.7. The Contractor has failed to develop, produce, and/or deliver to the CSD SCRBH any state or formal inspections, audits, accreditation, program reviews including any final Corrective Action Plans or other written response and proof that the violations of said inspections, audits, accreditations, program reviews, and Corrective Action Plans have been made, in compliance with all the provisions of this Agreement.
- 22.2. The CSD SCRBH may impose any or more of the following remedial actions in any order:
  - 22.2.1. Require the Contractor to develop and execute a Corrective Action Plan. Corrective Action Plans developed by the Contractor must be submitted for approval to the CSD SCRBH within thirty (30) calendar days of notification. Corrective Action Plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The CSD SCRBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
    - 22.2.1.1. Corrective Action Plans must include:
      - 22.2.1.1.1. A brief description of the situation requiring corrective action;
      - 22.2.1.1.2. The specific actions to be taken to remedy the situation;
      - 22.2.1.1.3. A timetable for completion of the actions; and
      - 22.2.1.1.4. Identification of individuals responsible for implementation of the plan.
    - 22.2.1.2. Corrective Action Plans are subject to approval by the CSD SCRBH, which may:
      - 22.2.1.2.1. Accept the plan as submitted;
      - 22.2.1.2.2. Accept the plan with specified modifications;
      - 22.2.1.2.3. Request a modified plan; or
      - 22.2.1.2.4. Reject the plan.
  - 22.2.2. Any Corrective Action Plan that was in place as part of a previous CSD SCRBH Agreement will be applied to this Agreement in those areas where the Contract requirements are substantially similar.
  - 22.2.3. Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. The CSD SCRBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

- 22.2.4. Increase withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.
- 22.2.5. Deny any incentive payment, if applicable, to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which the CSD SCRBH provides incentives.
- 22.2.6. Terminate for Default as described in the Termination section of this agreement; this may include releasing a Request for Proposals to re-procure the services provided under this Agreement.
- 22.3. When imposing any of the above corrective actions, the CSD SCRBH shall consider which action is best suited to accomplish the CSD SCRBH's obligation to satisfactorily perform under all Applicable Contracts.

### **23. EXECUTION**

- 23.1. This Agreement shall not be binding or in any manner effective until signed by all the designated parties hereto.

### **24. SURVIVABILITY**

- 24.1. The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive.

### **25. ENTIRE CONTRACT**

- 25.1. This Agreement and the enumerated attachments to the Interlocal Agreement For Co-Responder Pilot Program represent the complete expression of the terms agreed to by the Parties. Any oral representations or understandings not incorporated herein are excluded and form no part of this Agreement.

**Signatures on the next page**



25ASO2938

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Commissioner

ATTEST

\_\_\_\_\_  
Commissioner


\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
Commissioner

**CITY OF SPOKANE**

Maggie Yates  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 6/4/2025

Attest:

  
By: Terri Pfister  
Title: City Clerk  
Date: 6/4/2025



Approved as to form:

Michael J. Piccolo  
By: Michael J. Piccolo  
Title: City Attorney  
Date: \_\_\_\_\_

## BEHAVIORAL HEALTH SERVICES AGREEMENT

### ATTACHMENT A

#### CERTIFICATIONS

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

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officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned agrees to complete and submit Standard Form=LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- 5.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, § 1352, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

- 6.1. The agency certifies to the best of its knowledge and belief that it, its employee's and individuals or entities with an ownership or control interest:
- 6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 6.1.2. Have not within a three (3) year period preceding this contract agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - 6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection 6.1.2 above.
  - 6.1.4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 6.2. By signing below, the agency certifies that debarment status for each employee, all new employees and all individuals or entities with an ownership or control interest has been verified at <http://exclusions.oig.hhs.gov/> and <https://sam.gov/search> and that each employee, any new employees and all individuals or entities with ownership or control interest have been checked monthly against the monthly supplement available at [http://oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp).

**7. VERIFICATION OF 2 CFR PART 200 AUDIT**

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

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

## **8. VERIFICATION OF WORKMAN’S COMPENSATION COVERAGE**

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

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

## **9. CERTIFICATION REGARDING SUBCONTRACTORS**

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

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

- 10.1. The undersigned certifies that the agency has both a credentialing and re-credentialing policy. Agency policies on credentialing and re-credentialing must be in accordance with State and National Committee for Quality Assurance (NCQA) standards, and include, at a minimum:
- 10.1.1. Annual verification that staff, licensed through the Washington State Department of Health (DOH), have license(s) that are active and in good standing;
  - 10.1.2. Verification that all applicable staff have either had an annual background check or signed a Criminal Disclosure Attestation (see outlined requirements listed in the Program Integrity section of your contract);

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- 10.1.3. Verification that all applicable staff have signed an annual Conflict of Interest Attestation;
- 10.1.4. Verification that all applicable staff have signed an annual Duty to Warn Affidavit;
- 10.1.5. The process by which the Contractor will ensure it completes credentialing and re-credentialing in a timely manner and in a timeframe, to ensure staff is not providing services before being compliant with the certifications above.
- 10.2. The undersigned certifies that the agency has completed the credentialing and re-credentialing process, as outlined above, on all applicable agency staff and that all agency staff are currently credentialed as outlined above.
- 10.3. In addition to staff license verification, the undersigned certifies that any applicable DOH issued *facility* licenses are active and in good standing.

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Are you required to obtain a 2 CFR Part 200 audit?

Yes ☐ No ☐\*

**\*If you are not required to obtain a 2 CFR Part 200 audit you are then required to obtain an Independent Audit if funding from Spokane County is greater than or equal to One Hundred Thousand Dollars (\$100,000.00).**

When does the agencies fiscal year begin? \_\_\_\_/\_\_\_\_/\_\_\_\_

When does the agencies fiscal year end? \_\_\_\_/\_\_\_\_/\_\_\_\_

Does the agency subcontract for any of the services authorized under this agreement?

☐ No ☐ Yes\* \*If yes, please list the provider names below:

_____	_____
_____	_____
_____	_____

The agencies State Industrial Account Number is: \_\_\_\_\_

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

City of Spokane**Agency Name**Maggie Yates**Printed Name**Assistant City Administrator**Title**Maggie Yates**Signature**6/4/2025**Date:**

## **PROFESSIONAL SERVICES AGREEMENT**

### **ATTACHMENT B**

### **SCOPE OF WORK**

### **SPOKANE FIRE DEPARTMENT**

### **Behavioral Health Co-Responder Program**

#### **1. PURPOSE**

- 1.1. The purpose of this Agreement is for the Contractor to provide Behavioral Health Co-Response services. Behavioral Health Co-Response Services are intended to provide an integrated response to calls involving individuals with complex behavioral and physical health needs. This unique partnership allows for behavioral health crisis response, connection to resources, and access to acute medical services when needed.
- 1.2. The Contractor will employ four (4) Firefighters/Paramedics to respond as part of a team to behavioral health crisis calls. The Behavioral Health Co-Response Team is made up of one (1) Firefighter/Paramedic and one (1) Behavioral Health Professional, allowing for four (4) separate Behavioral Health Co-Response teams.

#### **2. PROGRAM EXPECTATIONS AND REQUIREMENTS**

- 2.1. Behavioral Health Co-Response Services are voluntary, non-coercive, and culturally appropriate, with individuals retaining the right to decline participation without fear of penalties or future repercussions.
  - 2.1.1. Behavioral Health Co-Response Services are intended to meet the following operational goals:
    - 2.1.1.1. Provide immediate support, services, and connections to individuals experiencing behavioral health challenges.
    - 2.1.1.2. Provide alternate care in the least restrictive environment by connecting individuals with behavioral health challenges who are experiencing a crisis to social services and treatment.
    - 2.1.1.3. Reduce emergency response personnel time spent on behavioral health-related calls.
    - 2.1.1.4. Reduce frequent emergency system utilization, including reducing unnecessary hospital Emergency Department utilization and interactions with Law Enforcement and the Criminal Justice System.
    - 2.1.1.5. Improve outcomes for individuals experiencing behavioral health crises by providing an immediate response to address the current



crisis as well as referral and connection to services and resources to prevent future behavioral health crises.

- 2.1.1.6. Providing limited care coordination and transportation to individuals with particularly challenging cases or environments who may have limited access to outside services.

- 2.1.2. Fire Fighter/Paramedic role includes, but is not limited to, providing the following services:

- 2.1.2.1. Cultivating and maintaining collaborative working relationships with community partners, including but not limited to Law Enforcement, hospitals, healthcare providers, emergency response services, behavioral health providers, community services, homeless shelters, social service agencies, and faith-based groups.

- 2.1.2.2. Improve communication between the Spokane Fire Department and care providers.

- 2.1.2.3. Provide basic health field assessment to include;

- 2.1.2.3.1. Vital Signs;

- 2.1.2.3.2. Steadiness of gate;

- 2.1.2.3.3. General well-being checks, within department of Health (DOH) scope of practice;

- 2.1.2.3.4. Compliance with physician orders; and

- 2.1.2.3.5. Other healthcare services within the scope of the Fire Fighter/Paramedic within the scope of their Emergency Medical Services Certification.

- 2.1.2.4. Provide risk evaluations specific to fire and fall safety and make recommendations based on the results of the evaluation.

- 2.1.2.5. Provide physical health and wound care services to individuals in need within the scope of the Firefighter/Paramedics Emergency Medical Services Certification.

- 2.1.2.6. Provide information, non-clinical consultation, and referral to services and supports to appropriately meet the needs of the individual.

- 2.1.2.7. Facilitate access to resources and care providers, including transportation when necessary.

- 2.1.2.8. Advocate for the needs of individuals to ensure necessary services and supports are available to meet their needs.

- 2.1.2.9. Respond to situations as part of a team that includes a behavioral health professional to behavioral health crisis calls to assist in addressing immediate healthcare needs as well as connection to necessary services and supports.

- 2.1.2.10. Operate the Behavioral Health Co-Responder Program vehicle and ensure its service readiness.

- 2.1.2.11. Prepare and maintain records and reports related to services provided by the Fire Fighter/Paramedic.
  - 2.1.2.11.1. Must maintain and protect confidential and sensitive information.
- 2.1.3. The Behavioral Health Co-Response Teams may respond to calls related to:
  - 2.1.3.1. Behavioral health crises;
  - 2.1.3.2. Welfare Checks;
  - 2.1.2.3. Assist calls (911 calls from individuals in need of non-emergency assistance, such as resources information, courtesy rides, and other forms of non-emergency assistance);
  - 2.1.2.4. Suicide or self-harm;
  - 2.1.2.5. Disoriented or delusional presenting individuals or those who have other symptoms of psychosis; and
  - 2.1.2.6. Situations deemed appropriate by Behavioral Health Co-Response personnel, including responding in conjunction with Law Enforcement when there is a potential safety risk.
- 2.1.4. The Behavioral Health Co-Response Teams may NOT provide primary response to calls listed below unless safety has been cleared by Law enforcement:
  - 2.1.4.1. Involving criminal activity;
  - 2.1.4.2. Involving potentially dangerous situations without Law Enforcement;
  - 2.1.4.3. Involving weapons, violent situations, and/or;
  - 2.1.4.4. Deemed unsafe or inappropriate for Behavioral Health Co-Response services as determined by Behavioral Health Co-Response personnel.
- 2.1.5. Behavioral Health Co-Response Vehicle and Transport.
  - 2.1.5.1. Though the Behavioral Health Co-Response vehicle is not primarily intended to be utilized as a transport vehicle, the fire department may choose to authorize Behavioral Health Co-Response personnel to transport individuals to facilitate treatment, care, emergency shelter, or other necessities if it concludes statutory and licensing guidelines are met.
  - 2.1.5.2. Behavioral Health Co-Response personnel riding in a fire department vehicle must be properly restrained in accordance with existing policies and procedures.
  - 2.1.5.3. Children riding in a fire department vehicle must be restrained in an age and size-appropriate child's seat, booster, or similar as directed by Washington State Law (see RCW 46.61687).
  - 2.1.5.4. Transport of individuals in the Behavioral Health Co-Response Vehicle is not permitted in the following situations:

- 2.1.5.4.1. An individual is being detained by Law Enforcement or those who necessitate an Involuntary Treatment Act (ITA) hold, under RCW 71.05 or RCW 71.34.
  - 2.1.5.4.2. Individuals who are acutely intoxicated and present a risk of safety, including risk to themselves, or others.
- 2.1.6. The Contractor must request Law Enforcement response through dispatch when a dangerous situation appears to exist.
- 2.1.7. When not responding to behavioral health calls, the Behavioral Health Co-Response Team may assist units in the field with subjects experiencing a crisis.
- 2.1.8. When not responding to behavioral health calls, the Behavioral Health Co-Response Fire Fighter/Paramedic may provide ancillary emergency medical duties as needed.
- 2.1.9. All Behavioral Health Co-Response Personnel must follow all mandated reporting requirements as set forth in RCW 26.44, Abuse of Children and RCW 74.34, Abuse of Vulnerable Adults.

### **3. PERFORMANCE AND DELIVERABLES**

- 3.1. The Contractor shall submit the following quarterly deliverables to the CSD SCRBH.
  - 3.1.1. Behavioral Health Co-Responder Program Deliverable Tool; and,
  - 3.1.2. Narrative describing coordination, referral efforts with behavioral health providers, community services, and or crisis services, as well as any successes and challenges experienced with the program.
- 3.2. Quarterly deliverables will be due on the 15th of the month following the end of a quarter and are to be submitted to the SCRBH (ASO) via email at [SCRBHContracts@SpokaneCounty.org](mailto:SCRBHContracts@SpokaneCounty.org).
- 3.3. Between quarterly report submission dates, on an as-needed basis, the Contractor will be available to provide responses to SCRBH on questions about data quality and completeness.
- 3.4. The Contractor shall participate & engage in CSD SCRBH pilot program review meetings, ad hoc meetings, and Technical Assistance Training.

## **BEHAVIORAL HEALTH SERVICES AGREEMENT ATTACHMENT C**

### **HIPAA COMPLIANCE AND DATA USE, SECURITY, AND CONFIDENTIALITY**

Preamble: This section of the Agreement (referred to as "Contract" in this section) is the Business Associate Agreement as required by HIPAA. This Attachment covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract

1. Definitions:

- 1.1. "Authorized User" means an individual or individuals with an authorized business need to access SCRBH's Confidential Information under this Contract.
- 1.2. "Breach" means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality, or integrity of the Data.
- 1.3. "Business Associate," means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of SCRBH, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this Attachment includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or State law. Confidential Information includes, but is not limited to, personal information.
- 1.6. "Covered Entity" means SCRBH, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 1.7. "Data" means the information that is disclosed or exchanged as described by this Contract. For purposes of this section's Data means the same as "Confidential Information".
- 1.8. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about individuals.
- 1.9. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.10. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 CFR 160.103.

- 1.11. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - 1.11.1. Passwords for external authentication must be a minimum of 10 characters long.
  - 1.11.2. Passwords for internal authentication must be a minimum of 8 characters long.
  - 1.11.3. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- 1.12. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.13. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 1.14. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.15. "Medicare Data Use Requirements" refers to the four documents attached and incorporated into this Attachment as Schedules 1, and 2 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.16. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.17. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g., CDs, DVDs); USB drives; or flash media (e.g., CompactFlash, SD, MMC).
- 1.18. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds, PDAs, Smartphones; Ultramobile PC's, flash memory devices (e.g., USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.19. "Protected Health Information (PHI)" has the same meaning as in HIPAA, except in this Contract the term includes information only relating to individuals.
- 1.20. "ProviderOne" means the Medicaid Management Information System, which is the State's Medicaid payment system managed by SCRBH.
- 1.21. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

- 1.22. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.23. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.24. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.25. "Transport" means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.
- 1.26. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Services (USPS) first class mail, or USPS delivery services that include tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that network.
- 1.27. "U.S.C." means the United States Code. All references in this section to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.28. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.29. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of Data.

## **2. Data Classification**

- 2.1. The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Attachment, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)
- 2.2. The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:
  - 2.2.1. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

- 2.2.2. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

### **3. Constraints on Use of Data**

- 3.1. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SCRBH's prior written consent.
- 3.1.1. Data shared under this DSA includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 3.2. Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 3.2.1. The information received under the required reporting provisions of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires SCRBH and their Subcontractors to:
- 3.2.1.1. Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
- 3.2.1.2. Retain records in compliance with applicable federal, state, and local record retention laws; and
- 3.2.1.3. Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).

- 3.3. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 3.4. The Contractor must comply with the *Minimum Necessary Standard*, which means that the Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
  - 3.4.1. The Contractor must identify:
  - 3.4.2. Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
  - 3.4.3. For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
  - 3.4.4. The Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.
- 3.5. For all Data, including claims data, that is individually identifiable, shared outside of the Contractor's system for research or data analytics not conducted on behalf of the Contractor, the Contractor must provide SCRBH with forty-five (45) calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and SCRBH data governance initiatives. Contractor will provide notice to the SCRBH Director as contained in the Notice section of the Agreement. Notice will include:
  - 3.5.1. The party/ies the Data will be shared with;
  - 3.5.2. The purpose of the sharing; and
  - 3.5.3. A description of the types of Data involved, including specific data elements to be shared.
- 3.6. The Contractor must provide a report by the 10<sup>th</sup> of each month of all Data, individually identifiable and de-identified, regarding Individuals, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to SCRBH via [scrbhcontracts@spokanecounty.org](mailto:scrbhcontracts@spokanecounty.org) on the supplied template included in Attachment 1 to this Attachment, "Data Shared with External Entities Report".

#### **4. Security of Data**

- 4.1. Data Protection
  - 4.1.1. The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that SCRBH has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
    - 4.1.1.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.



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

## 4.2. Data Security Standards

- 4.2.1. The Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

### 4.2.2. Data Transmitting

- 4.2.2.1. When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- 4.2.2.2. When transmitting Data via paper documents, the Contractor must use a Trusted System.

- 4.2.3. Protection of Data. The Contractor agrees to store and protect Data as described.

#### 4.2.3.1. Data at Rest:

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

#### 4.2.3.2. Data stored on Portable/Removable Media or Devices

- 4.2.3.2.1. Confidential Information provided by SCRBH on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
- 4.2.3.2.2. SCRBH's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:
  - 4.2.3.2.2.1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

- 4.2.3.2.2.2. Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  - 4.2.3.2.2.3. Keeping devices in locked storage when not in use;
  - 4.2.3.2.2.4. Using check-in/check-out procedures when devices are shared;
  - 4.2.3.2.2.5. Maintaining an inventory of devices; and
  - 4.2.3.2.2.6. Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.
- 4.2.3.3. Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### 4.2.4. Data Segregation

- 4.2.4.1. SCRBH Data received under this Contract must be segregated or otherwise distinguishable from non-SCRBH Data. This is to ensure that when no longer needed by the Contractor, all of SCRBH's Data can be identified for return or destruction. It also aids in determining whether SCRBH's Data has or may have been compromised in the event of a security breach.

SCRBH's Data must be kept in one of the following ways:

- 4.2.4.1.1. On media (e.g., hard disk, optical disc, tape, etc.) which contains only SCRBH Data;
  - 4.2.4.1.2. In a logical container on electronic media, such as a partition or folder dedicated to SCRBH's Data;
  - 4.2.4.1.3. In a database that contains only SCRBH Data;
  - 4.2.4.1.4. Within a database – SCRBH data must be distinguishable from non-SCRBH Data by the value of a specific field or fields within database records;
  - 4.2.4.1.5. Physically segregated from non-SCRBH Data in a drawer, folder, or other container when stored as physical paper documents.
- 4.2.4.2. When it is not feasible or practical to segregate SCRBH's Data from non-SCRBH data, both SCRBH's Data

and the non-SCRBH data with which it is commingled must be protected as described in this Attachment.

**4.3. Data Disposition**

- 4.3.1. Upon request by SCRBH, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to SCRBH or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 4.3.2. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 4.3.3. For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.2.3.2, above. Destruction of the Data as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

**5. Data Confidentiality and Non-Disclosure**

**5.1. Data Confidentiality.**

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

**5.2. Non-Disclosure of Data**

- 5.2.1. The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Attachment before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Attachment before they gain access to the Data.
- 5.2.2. The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to SCRBH upon request.

### 5.3. Penalties for Unauthorized Disclosure of Data

- 5.3.1. The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.
- 5.3.2. The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

## 6. Data Shared with Subcontractors

- 6.1. If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to SCRBH for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractors meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

## 7. Data Breach Notification

- 7.1. The Breach or potential compromise of Data must be reported to the SCRBH Compliance Officer via the following methods:
  - 7.1.1. Email: [SCRBH-Report@spokanecounty.org](mailto:SCRBH-Report@spokanecounty.org);
  - 7.1.2. Online Reporting: <https://www.spokanecounty.org/4240/Report-a-Compliance-Issue>; or
  - 7.1.3. Mail: Compliance Officer  
Spokane County Community Services Department  
1116 W. Broadway Avenue  
Spokane, WA 99260
- 7.2. Any Breach or potential compromise of Data must be reported within one (1) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within ten (10) business days of discovery. To the extent possible, these reports must include the following:
  - 7.2.1. The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
  - 7.2.2. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
  - 7.2.3. A description of the types of PHI involved;
  - 7.2.4. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

- 7.2.5. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and
- 7.2.6. Any other information SCR BH reasonably requests.
- 7.3. The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or SCR BH including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 7.4. The Contractor must notify SCR BH in writing, as described in 7.1 above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
- 7.5. At SCR BH's request, the Contractor will provide draft Individual notification to SCR BH at least one (1) business days prior to notification, and allow SCR BH an opportunity to review and comment on the notifications.
- 7.6. At SCR BH's request, the Contractor will coordinate its investigation and notifications with SCR BH and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.
- 8. **HIPAA Compliance.** This section of the Attachment is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of SCR BH as defined in the HIPAA Rules.
  - 8.1. HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 7, is listed in Section 7.1.
  - 8.2. Compliance. The Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.
  - 8.3. Use and Disclosure of PHI. The Contractor is limited to the following permitted and required uses or disclosures of PHI:
    - 8.3.1. Duty to Protect PHI. The Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
    - 8.3.2. Minimum Necessary Standard. The Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
    - 8.3.3. Disclosure as Part of the Provision of Services. The Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.

- 8.3.4. Use for Proper Management and Administration. The Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 8.3.5. Disclosure for Proper Management and Administration. The Contractor may disclose PHI for the proper management and administration of Contractor, subject to SCRBH approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 8.3.6. Impermissible Use or Disclosure of PHI. The Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within one (1) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SCRBH, the Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 8.3.7. Failure to Cure. If SCRBH learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do not end the violation, SCRBH may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, the Contractor must terminate the Subcontract, if feasible.
- 8.3.8. Termination for Cause. The Contractor authorizes immediate termination of this Contract by SCRBH, if SCRBH determines Contractor has violated a material term of this Business Associate Agreement. SCRBH may, at its sole option, offer the Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 8.3.9. Consent to Audit. The Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SCRBH, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to SCRBH for use in determining compliance with HIPAA privacy requirements.
- 8.3.10. Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SCRBH, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SCRBH, the Contractor must:

- 8.3.10.1. Retain only that PHI which is necessary for the Contractor to continue its proper management and administration or to carry out its legal responsibilities;
  - 8.3.10.2. Return to SCRBH or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
  - 8.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as the Contractor or any Subcontractor retains PHI;
  - 8.3.10.4. Not Use or disclose the PHI retained by the Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 8.3, Use and Disclosure of PHI, that applied prior to termination; and
  - 8.3.10.5. Return to SCRBH or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
- 8.3.11. Survival. The obligations of the Contractor under this Section will survive the termination or expiration of the Contract.

#### 8.4. Individual Rights.

##### 8.4.1. Accounting of Disclosures.

- 8.4.1.1. The Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.
- 8.4.1.2. Within ten (10) business days of a request from SCRBH, Contractor will make available to SCRBH the information in Contractor's possession that is necessary for SCRBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- 8.4.1.3. At the request of SCRBH or in response to a request made directly to the Contractor by an Individual, the Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

- 8.4.1.4. The Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.
  - 8.4.2. Access.
    - 8.4.2.1. The Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by SCRBH or the Individual as necessary to satisfy SCRBH's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.
    - 8.4.2.2. When the request is made by the Individual to the Contractor or if SCRBH ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by SCRBH, the Contractor will provide the records to SCRBH within ten (10) business days.
  - 8.4.3. Amendment.
    - 8.4.3.1. If SCRBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and SCRBH has previously provided the PHI or record that is the subject of the amendment to the Contractor, then SCRBH will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.
    - 8.4.3.2. The Contractor will make any amendments to PHI in a Designated Record Set as directed by SCRBH or as necessary to satisfy SCRBH's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.
- 8.5. Subcontracts and other Third-Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on the Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(i)(B) and 164.504(e)(5).
- 8.6. Obligations. To the extent the Contractor is to carry out one or more of SCRBH's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, the Contractor must comply with all requirements that would apply to SCRBH in the performance of such obligation(s).
- 8.7. Liability. Within ten (10) business days, the Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform SCRBH of the outcome of that action. The Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor



for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

**8.8. Miscellaneous Provisions.**

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

8.8.2. Interpretation. Any ambiguity in this Attachment will be interpreted to permit compliance with the HIPAA Rules.

**9. Inspection**

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

**10. Indemnification**

10.1. The Contractor must indemnify and hold SCRBH and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

## Certificate Of Completion

Envelope Id: 64F85096-6686-49CB-93FB-7B613168CC73

Status: Completed

Subject: OPR 2025-0391 - CONTRACT - SPOKANE COUNTY INTERLOCAL AGREEMENT

Source Envelope:

Document Pages: 57

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

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808 W. Spokane Falls Blvd.

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Spokane, WA 99201

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drose@spokanecity.org

Canada)

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Status: Original

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drose@spokanecity.org

## Signer Events

### Signature

### Timestamp

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image  
Using IP Address: 155.190.3.6

Sent: 6/3/2025 11:57:07 AM

Viewed: 6/3/2025 12:15:21 PM

Signed: 6/3/2025 12:15:54 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael J. Piccolo

mpiccolo@spokanecity.org

City Attorney

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.8

Sent: 6/3/2025 12:15:55 PM

Viewed: 6/3/2025 12:17:36 PM

Signed: 6/3/2025 12:17:53 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Maggie Yates

myates@spokanecity.org

Assistant City Administrator

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.8

Sent: 6/3/2025 12:17:54 PM

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### Electronic Record and Signature Disclosure:

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ID: 18c480b4-e9d4-479f-abdd-2b7e02d777b0

Michael J. Piccolo

mpiccolo@spokanecity.org

City Attorney

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.5


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### Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Maggie Yates myates@spokanecity.org Assistant City Administrator Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	Sent: 6/3/2025 2:01:44 PM Resent: 6/3/2025 2:46:21 PM Resent: 6/4/2025 9:17:08 AM Viewed: 6/4/2025 9:24:26 AM Signed: 6/4/2025 9:25:02 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/4/2025 9:24:26 AM  
ID: 801b31eb-34ee-4cec-b0e0-f726501c2397

Terri L. Pfister  
tpfister@spokanecity.org  
City Clerk  
City of Spokane  
Security Level: Email, Account Authentication (None)




Signature Adoption: Uploaded Signature Image  
Using IP Address: 155.190.3.6

Sent: 6/4/2025 9:25:03 AM  
Viewed: 6/4/2025 2:17:25 PM  
Signed: 6/4/2025 2:23:57 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2025 11:57:07 AM
Envelope Updated	Security Checked	6/3/2025 1:17:59 PM
Envelope Updated	Security Checked	6/3/2025 1:55:00 PM
Envelope Updated	Security Checked	6/3/2025 1:55:00 PM
Envelope Updated	Security Checked	6/3/2025 1:55:00 PM
Envelope Updated	Security Checked	6/3/2025 1:55:00 PM
Envelope Updated	Security Checked	6/3/2025 1:55:00 PM
Certified Delivered	Security Checked	6/4/2025 2:17:25 PM
Signing Complete	Security Checked	6/4/2025 2:23:57 PM
Completed	Security Checked	6/4/2025 2:23:57 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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