



# INTERLOCAL AGREEMENT

## MENTAL HEALTH BLOCK GRANT (MHBG)

GCBH Agreement Number  
**KITTITAS-MHBG-06/07-00**

New Agreement  
 Amendment No. \_\_\_\_

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government/Agency identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME Greater Columbia Behavioral Health		
RSN/PHP ADDRESS 101 N. Edison Street Kennewick, WA 99336		RSN/PHP CONTACT NAME Mary Todd
RSN/PHP CONTACT TELEPHONE (509) 735-8681/1-800-795-9296	RSN/PHP CONTACT FAX (509) 783-4165	RSN/PHP CONTACT E-MAIL maryt@gcbh.org

CONTRACTOR NAME Kittitas County		
CONTRACTOR CONTACT NAME Rick Weaver, President / CEO		CONTRACTOR CONTACT ADDRESS Central Washington Comprehensive Mental Health 402 S 4 <sup>th</sup> Ave Yakima, WA 98902
CONTRACTOR CONTACT TELEPHONE (509) 574-4024	CONTRACTOR CONTACT FAX (509) 575-4811	CONTRACTOR CONTACT E-MAIL rweaver@cwcmh.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? <p style="text-align: center;">Yes</p>	CFDA NUMBERS (Federal Block Grant) 93.958
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START DATE	END DATE	FUNDING	TOTAL CONTRACT
October 1, 2006	September 30, 2007	Mental Health Block Grant: 10/01/06 - 09/30/07	27,024

**COMPLETE THIS SECTION BELOW ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING.**

PRIOR FUNDING	AMOUNT OF INCREASE OR DECREASE	TOTAL FUNDING
		\$27,024

**ATTACHMENTS:** When the box(s) below are marked with a check (✓) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

**Exhibit A, Title V - Section 1913**

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

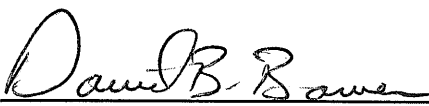
IN WITNESS WHEREOF, the parties below have executed this Agreement:

**GREATER COLUMBIA BEHAVIORAL HEALTH**

  
\_\_\_\_\_  
Chair, GCBH Board of Directors

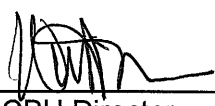
9.21.04  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Kittitas County

12-19-06  
Date

**Approved as to Content:**

  
\_\_\_\_\_  
GCBH Director

9.21.04  
Date

**Approved as to Form:**

\_\_\_\_\_  
GCBH Legal Counsel

  
\_\_\_\_\_  
Date

**Content and Form Prepared By:**

  
\_\_\_\_\_  
GCBH Contracts Coordinator

9.21.04  
Date

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## General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Contract" means the entire written agreement between GCBH and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
  - c. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents. The Contractor for this contract is: Kittitas County.
  - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - f. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
  - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - k. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
  - l. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Agreement or Program Agreement to a third party without the prior written consent of GCBH.
4. **Billing Limitations.**
  - a. GCBH shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. GCBH shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and GCBH shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by GCBH.
7. **Debarment Certification.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor also agrees to include the above requirement in any and all subcontracts into which it enters.
8. **Governing Law and Venue.** This contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Benton County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of GCBH. The Contractor, his or her employees, or agents performing under this contract will not hold himself/herself out as, nor claim to be, an officer or employee of GCBH by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such employee.
10. **Inspection.** In addition to any rights of access or inspection that may be included in the Special Terms and Conditions, or in any Program Agreement, the Contractor shall provide reasonable access to the Contractor's place of business, Contractor records, and client records, to GCBH and to any authorized agent of GCBH, the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms during the term of this Contract and for one (1) year following termination or expiration of this Contract.

**11. Maintenance of Records.** The Contractor shall maintain records relating to this contract and the performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. All records and other material relevant to this contract shall be retained for six (6) years after expiration or termination of this contract. At no additional cost, these records shall be subject at all reasonable times to inspection, review or audit by the department, personnel duly authorized by the department, the Office of the State Auditor, and any federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**12. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this agreement or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions.

**13. Severability.** If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

**14. Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**15. Termination Due to Change in Funding.** If the funds GCBH relied upon to establish this Agreement or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, GCBH may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

**16. 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 Contract. Only the GCBH Director or designee has the authority to waive any term or condition of this Contract on behalf of GCBH.

**17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

**18. Hold Harmless.**

- a. The Contractor shall be responsible for and shall hold GCBH harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. GCBH shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to GCBH's performance or failure to

perform this Agreement.

- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

**19. Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Contract shall be owned by GCBH and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by GCBH is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for GCBH internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

**20. Subrecipients.**

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
  - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
  - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to GCBH contact person the data collection form and reporting package specified in

OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by GCBH, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, GCBH may require the Contractor to reimburse GCBH in accordance with OMB Circular A-87.

**21. Termination.**

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, GCBH shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

### Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "CFR" means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>
  - b. "Criterion and Goal" or "CG" means the Criterion and goal found in the MHBG plan, under Section III, that the State has submitted to the federal government, which outlines the specific ways in which the State plans to expend MHBG Funds.
  - c. "DSM III-R" means the Diagnostic and Statistical Manual for Mental Diseases, Third Revision, published by the American Psychiatric Association.
  - d. "GCBH" means Greater Columbia Behavioral Health and its employees and authorized agents.
  - e. "Medicaid" means the program federally administered by the Centers for Medicare and Medicaid Services (CMS) in the United States Department of Health and Human Services, which is state-operated and provides medical benefits for certain indigent or low-income persons in need of health and medical care. The program is authorized by Title XIX of the Social Security Act and may only be used to cover costs for specified services for people who meet the specified eligibility criteria, and program eligibility requirements. Additionally, these funds are only paid out for these services utilizing specified rates of payment for providers following a specified administration methodology.
  - f. "Mental Health Block Grant" or MHBG" means under the authority of the federal Public Health Service Act and subject to the availability of funds, the Secretary of the federal Department of Health and Human Services, through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), awards MHBGs to States to establish or expand an organized community-based system for providing mental health services for adults with SMI and children with SED. In order for the federal Secretary to award MHBGs, States must submit an application in accordance with the law, for each fiscal year for which the State is seeking MHBG funds. The MHBG funds awarded are to be used to carry out the State plan contained in their application, to evaluate programs and services set in place under the plan, and to conduct planning, administration, and educational activities related to the provision of services under the plan.
  - g. "MHBG Funds" means federal funds that are awarded to Washington State through the federal MHBG.
  - h. "MHD" means the DSHS Health and Recovery Services Administration, Mental Health Division.
  - i. "Recovery" or "recovery" means the processes through which people are able to live, work, learn, and participate fully in their communities.
  - j. "Regional Support Network" or "RSN" means a county authority or group of county authorities or other entity recognized by the DSHS Secretary through a DSHS contract for a DSHS-designated region which provides management of behavioral health services.
  - k. "Resiliency" or "resiliency" means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

- l. "Serious Emotional Disturbance" or "SED" in children according to Federal Register Vol. 58, No. 96, May 20, 1993, means persons from birth up to age 18 who have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that result in functional impairment which substantially interferes with or limits the child's role or functioning family, school, or community activities.
- m. "Serious Mental Illness" or "SMI" in adults according to Federal Register Vol. 58, No. 96, May 20, 1993, means persons age 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that has resulted in functional impairment which substantially limits one or more major life activities.

## 2. Purpose.

The purpose of this Agreement is for the Contractor to provide services to promote recovery for adults who are seriously mentally ill (SMI) and resiliency for children who are seriously emotionally disturbed (SED), in accordance with the federal Mental Health Block Grant (MHBG) requirements.

## 3. Compliance with Applicable Law. At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following:

- a. Title XIX and Title XXI of the Social Security Act.
- b. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
- c. All local, state, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.
- d. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to GCBH, DSHS, Department of Health and Human Service (DHHS), and the EPA.
- e. Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
- f. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
- g. Those specified in Title 18 RCW for professional licensing.
- h. Reporting of abuse as required by RCW 26.44.030.
- i. Industrial insurance coverage as required by Title 51 RCW.
- j. Any other requirements associated with the receipt of federal funds.

## 4. Statement of Work.

- a. The Contractor shall provide the services described in the MHBG Service Table in Section 5, which has been approved by MHD, and also in accordance with the Contractor's MHBG application

- approved by MHD, incorporated by reference.
- b. The Contractor shall submit an electronic MHBG CG project plan by April 1, 2007, to GCBH contact listed on page one (1) of this Agreement, for GCBH's review and approval in accordance with the State MHBG plan, which:
    - (1) Specifies the CG, activity description, number of consumers to be served, and a cost basis for reasonableness of funding amount associated with activity;
    - (2) Is developed and based upon the Contractor's MHBG Fund award for the prior year; and
    - (3) Is developed and based upon the State's MHBG plan for the prior year, accessible at <http://www1.dshs.wa.gov/Mentalhealth/>
  - c. The Contractor shall submit written MHBG progress reports, by the dates listed below, to GCBH, using a GCBH provided report format, which shall detail the planned or projected execution dates for each CG.
    - (1) January 1, 2007 and
    - (2) April 1, 2007.
  - d. The Contractor shall submit written MHBG implementation reports, as described below, GCBH, which shall detail how the Contractor has met the CGs identified in the MHBG Service Table in Section 5.
    - (1) By August 1, 2007, the Contractor shall submit a written draft implementation report which details:
      - (a) What CGs have been met and how they were met;
      - (b) Which CGs have not been met as of August 1, 2007; and
      - (c) How the Contractor shall meet unmet CGs, by September 30, 2007.
    - (2) By October 1, 2007, the Contractor shall submit a final written implementation report which details how the Contractor has met all CGs identified in the MHBG Service Table in Section 5, including any CGs detailed in any amendment(s) to this Agreement.
  - e. The Contractor shall submit a written request to GCBH, using a form provided by GCBH, for any requested changes to the MHBG Service Table in Section 5, no later than 30 days prior to the proposed start date of requested changes.

5. MHBG Service Table:

MHBG Service Table- <u>GCRSN</u>					
Criterion	Goal	Definitions	Funding	Activity	Expected Outcomes
<b>Adult Plan</b>					
<b>Benton-Franklin</b>					
1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	\$104,566	<p><u>Peer Counselors:</u></p> <p>Employ 9 Certified Peer Counselors for provision of peer counseling services.</p>	<p>Estimated total number of consumers served by Peer Counselors per month: <u>80</u></p> <p>Estimated total number of service hours provided by Peer Counselors per month: <u>600</u></p>
Reasonableness of Cost: A. Hourly rate is calculated to be \$12, which is considered w/in market range.					
E. Other: Remainder of funds will be used for training costs.					
<b>Total to Benton-Franklin</b>			<b>\$104,566</b>		
<b>Columbia County</b>					
1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	\$6,792	<p><u>Consumer Recycling:</u></p> <p>Provide funding to support 5 consumers' employment in recycling center with 2 hours of staff support provided per week for assistance and oversight.</p>	<p>Number of consumers employed: <u>5</u></p> <p>Number of hours of work per week per consumer: <u>3</u></p> <p>Average hourly wage per consumer: <u>7.63</u></p>
1	1	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 1:</u> Increase</p>	\$10,560	<p><u>Blue Mountain Counseling:</u></p> <p>Provide funding to for community support services program to non-Medicaid</p>	<p>Average number of consumers served per month: <u>10</u></p> <p>Average number of direct service hours provided per</p>

		Access to Services-Adults		consumers which provides support regular business hours, evenings, and weekends. Services include but are not limited to case management, resource referral and linkage, illness education to prevent decompensation.	month: <u>40</u>
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Reasonableness of Cost: E. Other: This is an approximate number of hours for consumers that request services or are receiving services that are non-Medicaid. This number will fluctuate monthly, being based on the number of consumers requesting services and the number hours provided.

**Total to Columbia \$17,352**

**Kittitas County**

1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	\$11,098	<p><u>Peer Counselor:</u> CWCMH will employ one (1) Peer Counselor in Kittitas County for provision of Peer Counseling services.</p>	<p>Estimated hourly wage: <u>8.71</u></p> <p>Estimated total number of service hours provided in contract period: <u>1,040</u></p>
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Reasonableness of Cost: A. Hourly rate is calculated to be 8.71, which is considered w/in market range.

5	3	<p><u>Criterion 5:</u> Management Systems</p> <p><u>Goal 3:</u> Facilitate growth of Recovery-Oriented Service System</p>	\$5,213	<p><u>Recovery and Resiliency Training:</u> Funding for provision of recovery and resiliency training in Kittitas County.</p>	<p>Number of staff trained: <u>20</u></p> <p>Number of consumers trained: <u>25</u></p> <p>Number of family members trained: <u>15</u></p>
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Reasonableness of Cost: E. Other: This is the estimated cost for training.

1	9	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 9:</u> Increase</p>	\$4,213	<p><u>Consumer Advocacy:</u> Funding for provision of education and advocacy services to consumers in Kittitas County by a consumer</p>	<p>Estimated number of consumers and their families served in contract period: <u>10</u></p>
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		the number of social and natural supports reported by consumers		advocate.	
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Reasonableness of Cost: E. Other: It is estimated that the consumer advocate will spend 11% of her time providing advocacy and education to consumers and their families.

1	10	<p><b>Criterion 1:</b> Comprehensive Community-Based Mental Health Plan</p> <p><b>Goal 10:</b> Increase Family stabilization and living conditions</p>	<b>\$6,500</b>	<p><b><u>NAMI Education:</u></b></p> <p>Support NAMI activities through funding to develop training and support for consumers and their families.</p>	Estimated number of trainings to be provided in contract period: <u>6</u>
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Reasonableness of Cost: E. Other: Costs for NAMI members to attend state wide trainings will be reimbursed with receipts. Additional funds will be used to support education materials for the Kittitas NAMI organization.

**Total to Kittitas \$27,024**

**Klickitat County**

1	7	<p><b>Criterion 1:</b> Comprehensive Community-Based Mental Health Plan</p> <p><b>Goal 7:</b> Increase the number consumers who are engaged in employment activities or attending school</p>	<b>\$11,098</b>	<p><b><u>Peer Counselor:</u></b></p> <p>CWCMH will employ one (1) Peer Counselor in Klickitat County for provision of Peer Counseling services.</p>	<p>Estimated hourly wage: <u>8.71</u></p> <p>Estimated total number of service hours provided in contract period: <u>1,040</u></p>
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Reasonableness of Cost: A. Hourly rate is calculated to be 8.71, which is considered w/in market range.

5	3	<p><b>Criterion 5:</b> Management Systems</p> <p><b>Goal 3:</b> Facilitate growth of Recovery-Oriented Service System</p>	<b>\$3,000</b>	<p><b><u>Recovery and Resiliency Training:</u></b></p> <p>Funding for provision of recovery and resiliency training in Klickitat County.</p>	<p>Number of staff trained: <u>15</u></p> <p>Number of consumers trained: <u>15</u></p> <p>Number of family members trained: <u>10</u></p>
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Reasonableness of Cost: E. Other: This is the estimated cost for training.

1	9	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 9:</u> Increase the number of social and natural supports reported by consumers</p>	\$2,308	<p><u>Consumer Advocacy:</u></p> <p>Funding for provision of education and advocacy services to consumers in Klickitat County by a consumer advocate.</p>	Estimated number of consumers and their families served in contract period: <u>5</u>
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Reasonableness of Cost: E. Other: It is estimated that the consumer advocate will spend 6% of her time providing advocacy and education to consumers and their families.

1	1	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 1:</u> Increase Access to Services-Adults</p>	\$7,529	<p><u>COD Residential Treatment:</u></p> <p>Provision of residential recovery treatment programming for non-Medicaid consumers with COD issues.</p>	Estimated number of consumers served: <u>2</u>
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Reasonableness of Cost: E. Other: This funding will pay for 2 non-Medicaid clients to complete a 28 day residential recovery program. Costs for this program are \$200/day plus miscellaneous expenses.

**Total to Klickitat \$23,935**

**Skamania County**

1	1	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 1:</u> Increase Access to Services-Adults</p>	\$9,300	<p><u>Flex Funds:</u></p> <p>For purchase of medications and necessary lab work for non-Medicaid consumers, or for purchase of formulary medications for Medicaid consumers when formulary medications prove ineffective.</p>	Estimated total number of consumers served: <u>10-21.</u>
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Reasonableness of Cost: E. Other: Costs are based on actual monthly pharmacy invoice history.

1	2	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 2:</u> Decrease</p>	\$8,736	<p><u>Psychiatric Services:</u></p> <p>Provision of services with psychiatrist to stabilize psychotic symptoms for non-Medicaid consumers.</p>	<p>Estimated total number of consumers served: <u>7-15</u></p> <p>Estimated total number of service hours provided: <u>73</u></p>
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		percentage of persons who are re-admitted to inpatient setting within 30 days of discharge.			Estimated total number of hospital diversions: <u>3</u>
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Reasonableness of Cost: A. Hourly rate is calculated to be \$123, which is considered w/in market range.

**Total to Skamania \$18,036**

**Walla Walla County**

1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	\$12,000	<p><u>Club House Development:</u></p> <p>Pay rent and utilities for clubhouse with the following hours of operation: <u>6</u> days/week, <u>35</u> hours per week including some weekend and evening hours. Will implement a work order day program as well as develop transitional and supported employment programs.</p>	<p>Estimated total number of consumers served: <u>15</u></p> <p>Will attain ICCD certification. <u>Yes</u></p>
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Reasonableness of Cost: E. Other: Covers rent of \$750 per month, and a portion of the utilities.

1	8	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	\$33,490	<p><u>Peer Counselors:</u></p> <p>Fund two (2) part-time peer counselor positions at Walla Walla County Department of Human Services for provision of Peer Support Services to consumers.</p>	<p>Estimated total number of consumers to be served: <u>20</u></p>
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Reasonableness of Cost: A. Hourly rate @ \$16.82, with benefits, which is considered within market range.

4	1	<p><u>Criterion 4:</u> Targeted Services to Rural and Homeless populations</p> <p><u>Goal 1:</u> Improve</p>	\$6,064	<p><u>Transitional Housing:</u></p> <p>Fund four (4) transitional housing units which house up to thirteen (13) tenants at any one time. Tenants</p>	<p>Estimated total number of hours residential support provided: <u>270</u></p> <p>Estimated number of consumers who</p>
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		family stabilization and living conditions.		will receive skill building support to promote graduation from this housing program within two (2) years.	able to maintain stable housing after graduation from this program for at least six (6) months: <u>92%</u>
Reasonableness of Cost: A. Hourly rate @ <u>\$22.46</u> , with benefits, which is considered within market range.					

**Total to Walla Walla \$51,554**

**Whitman County**

1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	<b>\$28,424</b>	<p><u>Club House Support:</u></p> <p>Provision of access for non-Medicaid consumers (currently 15%) to participate in club house (Harvest House) which operates <u>5</u> days per week and <u>45</u> hours per week.</p>	Estimated total number of service hours to be provided to non-Medicaid consumers: <u>1,200</u>
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Reasonableness of Cost: A. Hourly rate is calculated to be \$25, which is considered w/in market range.

**Total to Whitman \$28,424**

**Yakima County**

1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	<b>\$24,034</b>	<p><u>ICCD Club House for non-Medicaid:</u></p> <p>Provision of access for non-Medicaid consumers to participate in club house (Sunrise) which operates <u>6</u> days per week and <u>54</u> hours per week</p>	Estimated total number of service hours to be provided to non-Medicaid consumers: <u>2,403</u>
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Reasonableness of Cost: A. Hourly rate is calculated to be \$10, which is considered w/in market range.

1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p>	<b>\$33,295</b>	<p><u>Peer Counselors:</u></p> <p>Train and employ three (3) Peer Counselors to provide support to consumers in Yakima</p>	<p>Estimated hourly wage per Peer Counselor: <u>8.71</u></p> <p>Estimated total service hours</p>
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		Goal 7: Increase the number consumers who are engaged in employment activities or attending school		County.	provided: <u>3,120</u>
Reasonableness of Cost: A. Hourly rate is calculated to be <u>\$8.71</u> , which is considered w/in market range.					
1	6	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 6:</u> Improve consumer perception of care</p>	<b>\$36,156</b>	<p><u>Consumer Advocate:</u></p> <p>Maintain a consumer advocate to provide advocacy and education services to consumers in Yakima County.</p>	Estimated total number of consumers and families served: <u>60</u>
Reasonableness of Cost: E. Other: It is estimated that the consumer advocate will spend 83% of her time providing advocacy and education to consumers and their families.					
1	7	<p><u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan</p> <p><u>Goal 7:</u> Increase the number consumers who are engaged in employment activities or attending school</p>	<b>\$56,401</b>	<p><u>Supported Employment:</u></p> <p>Fund supported employment slots for consumers.</p>	<p>Estimated total number of consumers served: <u>14</u></p> <p>Of the number of consumers funded, estimated number who maintain supported employment for 9 consecutive months: <u>12</u></p>
Reasonableness of Cost: E. Other: Estimated cost for salary and benefits for various positions.					
5	3	<p><u>Criterion 5:</u> Management Systems</p> <p><u>Goal 3:</u> Facilitate growth of Recovery-Oriented System of Care</p>	<b>\$41,500</b>	<p><u>Recovery and Resiliency Training:</u></p> <p>Provision of Recovery and Resiliency training in Yakima County to staff, consumers and families in support of culture changes to transform service delivery system.</p>	<p>Estimated number of staff to be trained: <u>85</u></p> <p>Estimated number of consumers to be trained: <u>60</u></p> <p>Estimated number of family members to be trained: <u>35</u></p>
Reasonableness of Cost: E. Other: Estimated cost for training.					
1	1	<u>Criterion 1:</u> Comprehensive	<b>\$79,968</b>	<u>COD Residential Treatment:</u>	Estimated number of consumers

		Community-Based Mental Health Plan  <u>Goal 1:</u> Increase Access to Services-Adults		Provision of residential recovery treatment programming for non-Medicaid consumers with COD issues in Yakima County.	served per month: <u>14</u>
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Reasonableness of Cost: E. Other: This will provide a 28 day residential treatment program to non-Medicaid clients with COD issues. This cost for this program is \$200 per day plus miscellaneous expenses.

1	10	<u>Criterion 1:</u> Comprehensive Community-Based Mental Health Plan  <u>Goal 10:</u> Increase Family stabilization and living conditions	<b>\$22,000</b>	<u>NAMI Education:</u>  Support provision of illness education, stigma reduction, and skill building through funding part-time Director and provision of office space to develop trainings and provide support to consumers and their families.	Estimated number of trainings to be provided in contract period: <u>6</u>
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Reasonableness of Cost: E. Other: Estimated cost of space and estimated cost of salary and benefits for a part time director.

**Total to Yakima \$293,354**

### Child/ Youth Plan

#### Asotin-Garfield

3	3	<u>Criterion 3:</u> Child Mental Health Plan  <u>Goal 3:</u> Increase number of EBPs provided to children/ youth	<b>\$43,312</b>	<u>WrapAround:</u>  Fund development and support of WrapAround services utilizing Peer Support Counselors as part of team.	Number of children with unrestricted hours expected to be served in contract period: <u>14</u>  Estimated number of hospital diversion events: <u>2</u>
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Reasonableness of Costs: B. Based on budget, which will be available upon monitoring.

**Total to Asotin-Garfield \$43,312**

**Total to GCRSN \$607,557**

#### 6. MHBG Funding Requirements and Limitations.

a. The Contractor shall comply with:

- (1) The utilization guidelines contained in Attachment A (Funding Agreement), of the State's most recent MHBG plan, accessible at <http://www1.dshs.wa.gov/Mentalhealth/>, which is signed by the Washington State Governor; and

(2) Specifically Title V, Section 1913 where the State agrees to comply with the Public Health Service Act [42 U.S.C. 300x-1 et seq.], attached as Exhibit A, Title V - Section 1913.

b. The Contractor shall not use MHBG Funds for the following:

- (1) Services and programs that are covered under the capitation rate for Medicaid covered services to Medicaid enrollees;
- (2) The Contractor's administrative costs associated with salaries and benefits at the Contractor's organizational level;
- (3) Inpatient mental health services;
- (4) Construction and/or renovation;
- (5) Capitol assets or the accumulation of operating reserve accounts;
- (6) Equipment costs over \$5,000.00;
- (7) Cash payments to consumers; or
- (8) State match for other federal funds.

#### 7. Target Population.

The Contractor shall ensure that MHBG Funds are used only for services to individuals who are not enrolled in Medicaid, or for services that are not covered by Medicaid, as described below:

Benefits	Services	Use MHBG Funds	Use Medicaid
Consumer is <b>not</b> a Medicaid recipient	Any type	Yes	No
Consumer is a Medicaid recipient	Allowed under Medicaid	No	Yes
Consumer is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

#### 8. Consideration.

- a. Total Maximum Consideration payable to Contractor for satisfactory performance of the work under this Agreement is \$27,024.
- b. Any MHBG Funds obligated under this Agreement that are not expended by September 30, 2007, may not be used or carried forward to any other Agreement, and lapse as of September 30, 2007.
- c. Funding that supports this Agreement comes from Federal Fiscal Year 2007 Community Mental Health Services Block Grant funds, from the federal Department of Health and Human Services (DHHS), Catalog of Federal Domestic Assistance (CFDA) #93.958.

**9. Billing and Payment.**

a. Billing:

- (1) GCBH shall reimburse the Contractor for actual expenditures incurred while performing services under this Agreement, up to the Maximum Consideration of this Agreement, and in accordance with the MHBG Service Table in Section 5.
- (2) Claims for reimbursement shall be submitted on state form A-19 Invoice Voucher, and/or other forms as approved by GCBH.
- (3) The Contractor shall submit claims for reimbursement monthly and no later than 60 days following the month in which services are provided. GCBH is not obligated to pay any claims submitted later than 60 days after the month services were provided.
- (4) Invoices shall provide detail amounts per CG for the time period being billed.
- (5) The Contractor shall submit a final invoice for services under this Agreement no later than 60 days following the end of this Agreement.

b. Payment.

Payment shall be considered timely if made by GCBH within thirty (30) days after receipt and acceptance by GCBH of the properly completed invoices. GCBH may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

**10. Monitoring.**

- a. The Contractor shall comply with GCBH's monitoring of services, provided under this Agreement, and any related documentation.
- b. The Contractor shall conduct and/or make arrangements for an annual fiscal review of each subcontractor receiving community mental health block grant funds. This annual review shall include looking at the subcontractor financial documents (expenditures) and ensuring that no expenditures were made for items identified in section 6.b. of this Agreement and/or services not otherwise covered by this Agreement. The annual review shall ensure that the subcontractor accounts for expenditures by revenue source. The Contractor shall provide GCBH documentation of their annual fiscal reviews within 30 days when said reviews are conducted by an agency other than GCBH.
- c. The Contractor shall ensure that its subcontractors receive an independent audit (A-133) if the subcontractor receives a total of \$500,000.00 or more in federal awards, including MHBG Funds, but exclusive of Medicaid. The Contractor shall notify GCBH within 30 days after receiving the independent audit report and a copy of this audit report shall be submitted to GCBH.

**11. Remedial Action.**

- a. GCBH may initiate remedial action if GCBH determines any of the following situations exist:
  - (1) A problem exists that negatively impacts individuals receiving services.
  - (2) The Contractor has failed to perform any of the mental health services required under this

Agreement.

- (3) The Contractor has failed to develop, produce, and/or deliver to GCBH any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Agreement.
  - (4) The Contractor has failed to perform any administrative function required under this Agreement, where administrative function is defined as any obligation other than the actual provision of mental health services.
  - (5) The Contractor has failed to implement corrective action required by GCBH and/or the state and within MHD and/or GCBH prescribed time frames.
- b. GCBH may impose any of the following remedial actions if GCBH determines the situations described in Section 10 exist.

(1) Corrective Action Plan

Corrective action plans developed by the Contractor must be submitted for approval to GCBH within 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. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

(a) Corrective action plans must include:

- i. A brief description of the finding; and
- ii. Specific actions to be taken, a timetable, a description of the monitoring to be performed, the steps taken and responsible individuals that will reflect the resolution of the situation.

(b) Corrective action plans are subject to approval by GCBH, which may:

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

(2) Hold on Invoices

GCBH may hold the processing of any invoices under this Agreement, until corrective action has achieved resolution. GCBH at its sole discretion may release a portion or all of any payments withheld once satisfactory resolution has been achieved.

- 12. Declaration That Individuals Service Under the Medicaid and Other Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either GCBH or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this

Agreement.

**13. Subcontracts**

- a. All activities and services performed pursuant to the Agreement, which are not performed directly by the Contractor, must be subcontracted in accordance with the terms set forth under this Agreement.
- b. The Contractor must submit copies of all subcontracts to GCBH within 60 days of execution of the subcontract.
- c. The Contractor shall identify those subcontractor's who receive federal awards totaling more than \$500,000 annually and submit this information to GCBH within 60 days of execution of this contract.

**Title V - Section 1913**

**Section 1913:**

(a)(1)(C) In the case for a grant for fiscal year 2006, the State will expend for such system [of integrated services described in section 1912(b)(3)] not less than an amount equal to the amount expended by the State for the fiscal year 1994.

[A system of integrated social services, educational services, juvenile services and substance abuse services that, together with health and mental health services, will be provided in order for such children to receive care appropriate for their multiple needs (which includes services provided under the Individuals with Disabilities Education Act)].

(b)(1) The State will provide services under the plan only through appropriate, qualified community programs (which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs).

(b)(2) The State agrees that services under the plan will be provided through community mental health centers only if the centers meet the criteria specified in subsection (c).

(C)(1) With respect to mental health services, the centers provide services as follows:

- (A) Services principally to individuals residing in a defined geographic area (referred to as a "service area")
- (B) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility.
- (C) 24-hour-a-day emergency care services.
- (D) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services.
- (E) Screening for patients being considered for admissions to State mental health facilities to determine the appropriateness of such admission.

(2) The mental health services of the centers are provided, within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay for such services.

(3) The mental health services of the centers are available and accessible promptly, as appropriate and in a manner which preserves human dignity and assures continuity and high quality care.