

#17296

INTER-AGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS
AND
WASHINGTON STATE UNIVERSITY

2008 JUL -7 AM 10: 01

This Contract is made and entered into by and between the Washington State Department of Veterans Affairs (hereinafter referred to as "WDVA") and Washington State University's Department of Psychology, by and through its Psychology Clinic (hereinafter referred to as "WSU").

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS & CONDITIONS

PURPOSE

The purpose of this Contract is for WSU to provide readjustment counseling to eligible veterans and their family members.

STATEMENT OF WORK

WSU shall furnish the necessary personnel, and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work, Exhibit B, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance under this Contract shall be from July 1, 2008 through June 30, 2009 at which time an option to renew for an additional year may be exercised upon the mutual written consent of the parties.

COMPENSATION

WDVA shall pay WSU an amount not to exceed Six Thousand Dollars and no/100 (\$6,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for WSU is: Washington State University Psychology Clinic	Contract Manager for WDVA is: Washington State Department of Veterans Affairs
<i>Contact Name</i> Sherry Weatherly, Patient Svcs. Rep. Coord.	<i>Department Name</i> Tom Schumacher, Program Director
<i>Address</i>	<i>Address</i>

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Johnson Tower 362 P.O. Box 644820 Pullman, WA 99164-4820	1102 Quince Street PO Box 41150 Olympia WA 98504-1150
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E-mail Sw6715@wsu.edu	E-mail tom@dva.wa.gov

BILLING LIMITATIONS

1. WDVA shall pay WSU not more than monthly for authorized services provided in accordance with this Contract.
2. WDVA 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.
3. WSU shall not bill and WDVA shall not pay for services performed under this Contract, if WSU has charged or will charge any other party for the same services.

TERMINATION

This Contract may be terminated at any time during the initial term, or any renewal term of this Contract without cause or penalty by either party upon at least thirty (30) days written notice or upon such shorter time if required by law, court order, or regulations as now or hereafter stated. WSU shall cease providing Services as of, and shall be entitled to payment for Services rendered through, the effective date of termination.

INDEMNIFICATION

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations;
- Special Terms and Conditions as contained in this basic Contract instrument;
- Exhibit A – General Terms and Conditions;
- Exhibit B – Scope of Work
- Exhibit C - Business Associate Agreement

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- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

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

CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Contract shall be subject to the written approval of both parties' authorized representative and shall not be binding until so approved. The Contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of Three (3) pages and Three (3) exhibits, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

WASHINGTON STATE UNIVERSITY

DEPARTMENT OF VETERANS AFFAIRS

~~DOUGLAS LANE~~ Paul Kwon

GARY A. CONDRA

Paul Kwon

Gary A. Condra

Signature
DIRECTOR

Signature
CHIEF FINANCIAL OFFICER

Title

6/27/08
Date

Title

6/23/08
Date

Approved:

By: *Danette Kriehn*

Title: N. Danette Kriehn
Contracts Manager
Washington State University

Date: *7/1/08*

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EXHIBIT A

GENERAL TERMS AND CONDITIONS

INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. WSU and its employees or agents performing under this contract are not employees or agents of Department of Veterans Affairs (WDVA). WSU and its employees, or agents performing under this contract will not hold itself out as, nor claim to be, an officer or employee of the WDVA by reason hereof, nor will WSU or its employees or agents make any claim of right, privilege or benefit that would accrue to such employee.

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.

DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with a hearing officer to be jointly appointed by the parties.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issues;
 - State the relative positions of the parties;
 - State the contractor's name, address, and contract number; and
 - Be mailed to the hearing officer and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's statement to both the hearing officer and the requestor within 5 working days.
3. The hearing officer shall review the written statements and reply in writing to both parties within 10 working days. The hearing officer may extend this period if necessary by notifying the parties.
4. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.
5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

DISALLOWED COSTS – WSU is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

CONFIDENTIALITY

WSU may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. WSU 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. WSU shall maintain the confidentiality of all personal Information and other information gained by reason of this Agreement, and shall, to the extent allowed by applicable law, return or certify the destruction of such information if requested in writing by WDVA.

INSPECTION

In addition to any rights of access or inspection that may be included in the Special Terms and Conditions, or in the Scope of Work, WSU shall provide reasonable access to WSU's place of business, WSU's records, and client records, to WDVA and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate WSU's performance and compliance with applicable laws, regulation, and these Contract terms during the term of this Contract and for one (1) year following termination or expiration of this Contract.

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 WDVA Chief Financial Officer or designee has the authority to waive any term or condition of this contract on behalf of WDVA.

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, WDVA shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement up to the effective date of termination.

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EXHIBIT B

SCOPE OF WORK

The purpose of this contract is to provide readjustment counseling as described below:

DEFINITIONS

As used throughout this Contract the following terms are given the listed meaning:

- a. **WARTIME OR PEACEKEEPING OPERATION VETERANS**
An individual who served in any branch of the armed forces of the United States during one or more of the following war periods:
- World War I: April 6, 1916 through July 1, 1920
 - World War II: December 7, 1941 through December 31, 1946
 - Korean Conflict: June 27, 1950 through January 31, 1955
 - Vietnam Era: February 28, 1961 through May 7, 1975
 - Lebanon: August 25, 1982 through February 26, 1984
 - Grenada: October 23, 1983 through November 23, 1983
 - Panama (Operation Just Cause): December 20, 1989 through January 31, 1990
 - Persian Gulf War (Operation Desert Storm): August 2, 1990 through *(time to be established)*.
 - Somalia (Operation Restore Hope): December 5, 1992 through *(time to be established)*.
 - Haiti (Operation Uphold Democracy) September 16, 1994 through *(time to be established)*.
 - Bosnia Peacekeeping Mission (Operation Joint Endeavor): December 5, 1995 through *(time to be established)*.
 - Global War on Terror (GWOT) including all war theaters, OIF (Operation Iraqi Freedom), OEF (Operation Enduring Freedom), ONE (Operation Noble Eagle) and conflicts around the world associated with GWOT. WSU should be especially attuned to deployment locations since highly stressful deployments might include duties under ONE, even though the veteran did not leave CONUS (Continental United States), March 2003 through indeterminate date.
- Other operations/conflicts/covert actions as designated by the President and Congress.
- b. **SIGNIFICANT OTHER**
Individual with whom the veteran lives or certifies intent to live, or a person having a significant relationship with the veteran.
- c. **READJUSTMENT COUNSELING**

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Counseling directed at social, psychological, or behavioral problems, which bear a distinct relationship to the process of readjustment from military duty during wartime.

- d. **Community Education Services**
WSU may provide on an event by event approved basis, education to the larger community, academic community, or agency or workplace settings, education that will enhance the delivery of important awareness of the features of war trauma and PTSD. Education may include meeting with students in educational settings, workers, management, or any of several possible setting wherein the knowledge of war trauma and PTSD will provide for the improvement of the veteran's life and functioning as a direct or indirect result of the educational event. Community education services may include offering class room or program support in the training of new clinicians who have a strong commitment for the treatment of war trauma and PTSD in veterans and/or their families.
- e. **Consultation Services:**
Consultation services refers to those professional treatment support and enhancement efforts provided to other contractor PTSD Providers or to providers in the larger community within the contractor's catchment area, who are seeking treatment consultation or assessment regarding a veteran client or family member. Consultation service may include the provision of professional mental health services to social systems, such as the veterans place of employment or to providers offering treatment to the veteran and family. This might also include the school attended by a veteran or the school aged children of a veteran, or the veteran's significant other. These services to family members, particularly children, are an effort to mitigate the impact on children of the deployment to a war zone, the subsequent exposure to war trauma, and the readjustment issues connected to the veterans return home.
- f. **READJUSTMENT PROBLEMS**
This term includes military, war, or homecoming related experiences which:
- Interfere with a veteran's job performance
 - Produce difficulties associated with a veteran's pursuit of education
 - Create interpersonal relationship difficulties
 - Produce an inability to cope with problems encountered in daily life.
- g. **WASHINGTON STATE NATIONAL GUARD OR MILITARY RESERVE**
WSU is permitted to provide counseling services to members of the Washington State National Guard or Military Reserves who were activated for service during the Persian Gulf War, the GWOT, OIF, OEF, ONE, other military deployments, and their family members and/or significant others. These services include those provided under the MOU between WDVA and the various entities of this MOU, to include unit drill briefings, screenings, and informational events.

DUTIES OF WSU: Counseling and Related Responsibilities

WSU shall provide readjustment counseling to all wartime veterans, Washington State National Guard and Reserve members who served in Operation Desert Storm, the Gulf War, or GWOT or

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other authorized military deployments, their immediate family members and significant others. Veterans and family member clients must be residents of the State of Washington. In the case of the King County PTSD and Trauma Program contractors, clients must also be residents of King County.

WSU's primary goal is to establish a therapeutic relationship and create an environment that will permit veterans to participate in readjustment counseling. The central purpose of counseling will be the process of readjustment from military wartime duty and complications of the homecoming experience.

WSU may provide readjustment counseling in the following modalities:

Individual, Couples, Family, and Group Services

Contractors are also encouraged to consider ways in which they may be able to offer special services to their community through the "Community Education and Consultation" segment of this program.

WSU shall provide readjustment counseling or other services for the following reasons when they bear a distinct and crucial relationship to the veteran's readjustment from military duty:

(This list is advisory, and not all contractors will always be able to provide all of the listed services, and the inability of WSU to provide these services shall not constitute a breach or default on the part of WSU under this Contract. In those instances that you encounter needing specialized help, the provider is encouraged to work with the WDVA Program Director in order to seek and secure appropriate services through one of the other Program providers or from a source outside the Program. Examples of this might be related to those instances when specialized forensic assessment and testimony, medical treatment, or psychotropic prescriptions.)

1. Psychosocial distress related to exposure to war, military duty, and humanitarian service trauma while serving in the military.
2. Other traumatic aspects of duty in Southeast Asia or other war, peacekeeping, or humanitarian theaters.
3. Post Traumatic Stress Disorder or other psychological problems developing as a result of military service.
4. Stressors unique to military duty during a time of conflict, war, peacekeeping, humanitarian missions, or when stressors include sexual abuse, physical abuse, related stressors, harassment, or personal injury while on active duty
5. Psychological problems related to type of military discharge, especially when there is a chance of upgrade of discharge or
6. Psychological distress resulting from military related physical injury and service-connected conditions, as well as those reactions related to abusive treatment while in the military due to gender, racial, or any discrimination based issues
7. Substance abuse, secondary to military service experiences, war trauma, or service related PTSD.
8. Post-war experiences, including homecoming, social reentry experience or reunion, or life complications related to military service.
9. Post-military stressors which act to exacerbate the effects of traumatic military duty.
10. Concern over possible Agent Orange, or other toxin and/or biochemical warfare agent, or other war zone environmental exposures.
11. General alienation from society, interrupted developmental tasks and milestones, social withdrawal, or over-dependency resulting from war-related experiences.

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12. Job and career counseling for veteran clients (but not job training, skills development, and placement services).
13. Substance abuse counseling.
14. When family members suffer from the immediate or transgenerational impact of the veteran's war or military related behavior.
15. The special needs of women and men veterans who were exposed to sexual trauma, harassment, or abuse.
16. Also, those instances of sexual harassment and physical and psychological abuse where gender or race is an issue.
17. Activities related to the official Memorandum of Understanding (MOU) between WDVA, the WAANG, and all other signatories. This includes services to returning National Guard members and their families, as scheduled and offered by the department at National Guard Armories and other locations around the state.
18. Community education activities including the following:
 19. Case consultation provided to any qualified treatment professional who is licensed to practice within Washington State in one of the mental health professions and who seeks consultation support regarding a given veteran. This is not to include supervision unless arranged in advance, and only when WSU is fully credentialed to offer these services.
 20. Educational services to community agencies, community schools, or to centers of higher education may be offered with approval by the WDVA Program Director. These services must be connected to the promotion of healthier communities, improvement of veterans services, or be aimed at the potential of creating additional providers who will serve the trauma needs of veterans and their families.
 21. Professional service support is encouraged when community and state events have been designed to promote the welfare and quality of life of veterans and their families.
 22. Services to veterans who are seeking an education and would benefit from counseling services support with respect to war trauma, homecoming, and readjustment for military service. These services are designed to help the veteran make the best academic adjustment possible following exposure to war.
 23. Outreach to institutions such as schools when school aged children of war veterans are in attendance. Services may include outreach, in-service training events to the school staff, class room observation, consultation to teachers and counselors, assessment of a specific child, counseling treatment of the child and parents, and other services that may be within the range of expertise of WSU.
 24. Consultation to employers who have identified staff or employees who are war veterans and demonstrate difficulty adjusting to the work place, to the dynamics of the work setting, or to other features of work that seem to be, at least in part, related to war exposure.

Treatment service priority is always to be given to those clients who clearly meet the diagnostic criteria for Post Traumatic Stress Disorder (PTSD) as defined in DSM-III-R or IV-TR. However, other symptoms, developmental deficits, and other diagnoses may be observed when these problems can be seen to emanate from, or have been exacerbated by, war and military experiences. The goal of treatment is symptom management and improvement of overall functioning. This program does not espouse "cure" or imply that clients will experience remission of all or any specific symptoms of PTSD, or other psychological problems and presenting concerns. The provision of the best treatment and/or treatment referral available, are among the primary goals.

Clients having DSM Axis II (personality or characterological) disorders, and/or chronic/severe and complex PTSD conditions, should be helped to understand the persistence of these patterns.

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These clients should be assisted to address such conditions and learn of the interactions of personality and trauma disorders. No contractor is obliged or mandated to see a given client when it is apparent that the development of a treatment relationship is not occurring. Efforts should be made to refer those clients who are not viewed as benefiting from this program. This includes clients who are not following treatment recommendations, or are viewed as being inappropriate for outpatient care. To this end, each contractor should develop a keen idea of their professional expertise and capacity to manage clients with severe and complex issues. This freedom to choose clients best suited to WSU's ability and experience base is extended to the treatment of sexually abused men and women. Male providers will want to be especially aware of the circumstances of sexual abuse of women clients and veterans. Special arrangements to see clients with this abuse history should be considered carefully and arrangements made to best address the treatment setting requirements. If these can not be arranged, it is best to consider other treatment setting or provider arrangements.

While no means test is applied within this program, WSU is encouraged to consider the program as one that attempts to address the needs of veterans with the fewest resources. WSU should consider all reimbursement options open to the client.

Health Status Form

WSU shall collect sufficient health status and treatment history information to permit effective counseling, treatment or referral. Questionnaires, surveys, forms, or other methods employed to document this activity may be of WSU's own design. It is acknowledged that some providers are concerned about giving a client the wrong impression about services when medical histories are taken. However, the clinician/contractor is expected to make it clear to the client that medical historical information may be helpful in the psychotherapy process or if a medical emergency occurs.

Progress Notes, Audit Tracking, Client File Storage, Security, and related issues

Contract shall have in place a progress notation method that includes date, type, duration of all sessions, general session content, and immediate treatment plans. A form of one's own design or the WDVA PTSD Progress Note will be used. (NOTE: Process notes may under HIPAA rules, be filed separately from the actual client file, as is the current practice.) Progress notes on the other hand, become the most direct method of knowing that a treatment event occurred, and are therefore part of the audit trail.

Contractors are encouraged to consider the use of a client sign-in form that is kept within the individual client file or chart. This would be the ultimate method of meeting the standards of audit, and offer clear evidence that the veteran or family member was seen on the date indicated.

If process notes are not kept for each session, and no other progress notes are created, clients will be required to sign a statement that declares that he or she attended a treatment session for which there is a billing to WDVA. The Statement or log-in form must reflect the date, type, and duration of each service provided. This document will be filed in the client chart by date of service, thereby allowing ease of accountability for services offered during audits.

Failure to provide either of these two methods of verification will result in a complete audit of all chart notes, and repayment.

WSU shall maintain a separate counseling file on each client and progress note entries will coincide with billings for all services. This file will hold all entry data and intake forms, eligibility documentation, releases of information, disclosure forms, treatment plans, and HIPAA.

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documents. Group progress notes may be filed in a single group therapy chart, however each group note must identify each member present. The client number used for all billings, and not the client names, should be used when possible.

Progress notes may be stored electronically in a computer system; however this practice is discouraged. Access to these electronic files must be readily available to WDVA staff for purposes of audit or when treatment is transferred to another care provider. Any computer security access codes that WSU employs must be formally housed, yet accessible by your designated colleague or family member, so that in the event of WSU's death or impairment, client files may be retrieved for purposes of adequate treatment and transfer.

Progress Notes for Community and Consultation Services

Services in this area as described in Contractor Duties, shall be documented in a dedicated chart, not unlike a client chart or file. Along with a copy of the 047C (Community Service Accounting Form) the event for which WSU is billing, will be chronicled by date, describing the community organization, topic, audience, number of participants, and the perceived outcome of the event. A short paragraph is required to describe the activities, type of presentation or agenda covered. If there are copies of the agenda or program, these should be attached to the event description and WDVA Form 048C when billing for these services. This allows documentation as well as an opportunity to include your event and effort in our agency newsletter, Voices, as well as the PTSD Program news and information quarterly, The RAQ. This information will serve as documentation for your billings. This fill will be audited in the same manner as a client chart, only in this instance the hours billed will be tied to your community effort.

In the instance of Consultation hours, document your efforts in much the same manner, but in this case simply list what you did, for whom, how many hours, and how many people.

Since both of these activities require prior approval, when WSU calls the WDVA Program Director, details about billing and documentation can be reviewed in order to make certain the educational or consultation event is fully documented and billed successfully.

Veterans Eligibility

Contractors shall obtain a copy of the veteran's Form DD214 for their files and potential review by the WDVA Program Director. Since this is not always readily available to the veteran, WSU will assist the veteran to complete a Standard Form (SF) 180 in order to obtain a certified copy of the Form DD214. In the case of family members seeking treatment without the veteran, an attempt by WSU shall be made to obtain the veteran's Form DD214. Counseling services shall not be denied veterans or family members who do not have Form DD214. Its absence at the time of intake is to be noted on the Intake Sheet (WDVA Form 066, Section VI). If the veteran or family member has a certificate reflecting discharge and honorable military service ("Certificate of Honorable Discharge"), this will act as a substitute for the DD 214. If these forms or documents are not available, the Contract must contact the PTSD Program Manager for assistance to verify veteran status. For example, this can often be accomplished by contacting the VA Medical Center.

Veteran status must be verified within three clinical visits with WSU. Payment for services may not occur without verification of veteran status.

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Liability Insurance

WSU shall secure and maintain malpractice liability insurance for professional services that are subject to this Contract. The minimum amount of \$1,000,000/\$3,000,000 will be kept enforce during the duration of this contract. Proof of insurance shall be provided to the WDVA Program Director. As policies are renewed, it is important to submit the documentation supplied by the insurance company to WDVA. Contracts will not be renewed without documented insurance information on file at WDVA. When insurance is due for renewal, evidence of this renewal must be sent to WDVA (directly to Tom Schumacher at 360-586-1077).

Professional License Renewals

All contractors shall be fully licensed in their mental health specialty by the State of Washington. Individuals providing services under this Contract include licensed psychologists/faculty members and unlicensed graduate students in PhD programs who are working under the direct supervision and control of the licensed providers. (WDVA Policy Number 500.600 establishes the latest qualifications for PTSD Program Contractors.) A photocopy of the license document will be submitted to WDVA before the time of renewal. Contracts can not be renewed without current and up to date documentation.

Health Information Portability and Accountability Act (HIPAA)

WSU shall comply with all applicable provisions of Public Law 104-191, the Health Insurance Portability and Accountability Act (HIPAA). (See Exhibit C, Business Associate Addendum.)

Professional and Ethical Standards

WSU and its staff or assistants, providing direct service under this Contract, must comply with all rules, guidelines, and ethics as set forth by the State of Washington, Department of Health for licensed psychologist, licensed social worker, licensed marriage & family therapist, or licensed mental health counselor. Unlicensed providers will provide no services under this Contract (WDVA Policy number 15-02 establishes the qualifications for new Contractors), unless the unlicensed staff is a graduate student in a PhD program and is being "supervised" by WSU's licensed providers and explicitly covered under your professional liability insurance as such. It is expected that unlicensed providers being supervised are working toward a license to provide services.

Treatment Plans

Contractors shall complete a Treatment Plan (WDVA Form 048A, revised), for every client. This form shall be completed to the extent possible within the first four sessions after intake and every 180 days thereafter. This will be accomplished even if the client is seen intermittently, i.e., one visit during the six-month period covered by the Treatment Plan. This requirement applies to all new and current clients. Some contractors have folded the treatment plan into the clients session progress note. Contractors who use this method do not have to complete the WDVA Form 048A.

Billing

WSU shall render monthly invoices for services performed pursuant to this Contract on Forms A-19, WDVA Form 047A, WDVA Form 047B, WDVA 047C, and WDVA Form 066. The WDVA 047A (Individual, Couples, and Family), and 047B (Group) Accounting Forms shall specify the hours of service to each client for individual or group counseling. WDVA 047C (Community Services Accounting Form) shall be used to report services provided within the community.

For Couples and Family service billing on WDVA Form 47A, WSU shall include the number of the veteran served and the numbers of family members seen in the couples or family session. Always list all family members present. Dates and hours of service are to be listed on the line to

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the left of the first client number only. This will allow use to ensure that we have counted your service, and it will make recording this time much easier for you. (This method of accounting for services rendered provides a more complete view of the number of family members seen for these services.)

O47C: Billable professional activities as described on page 9, 10 and 11, items 17, 18, 19, 20, and 21. These activities are to be approved prior to the event by the WDVA Program Director. Contractors providing these services shall maintain an activity log and chart of all of these events describing the date, activity, organization or group, and the outcome of the community event. (For details, see page 13, "Progress Notes for Community and Consultation Services".)

For all client services (not Community or Consultation Services) the WDVA 066 client WDVA PTSD Program Intake Form must be completed and submitted to WDVA before billing for services.

The WDVA Form 066 - Client Intake - must be completed and submitted to WDVA when billing for services rendered. A copy of WDVA Form 066 will be accomplished for every client seen in this program. The Yellow Copy of the Intake Form will be retained in the client's chart. WSU must be certain that the Intake Form being used is the most current version.

WSU billings must be received by WDVA by the 5th of the month following the month services were provided. Adhering to this schedule will permit rapid payment. These changes are due to accounting cutoff requirements within state government.

Additionally, at the end of the fiscal year (30 June) contractors must have all billings in by the 5th working day in July, or face the possibility of non-payment.

The Department shall pay to WSU for those services provided herein as follows:

INDIVIDUAL, COUPLES, GROUP AND FAMILY RATE: \$20.00/hour
TESTING RATE: \$50.00/hour (not to exceed \$450.00)

Travel time shall not be included in the tabulation of client counseling time. The A-19, WDVA Form 047A, 047B, 047C, (found on-line at www.dva.wa.gov) and 066, and any and all other routine and periodic documents, shall be submitted directly to:

Thomas Schumacher, WDVA Program Director
Washington State Department of Veterans Affairs
1102 Quince Street SE
P.O. Box 41150
Olympia, WA 98504-1150

WSU is encouraged to bill no more than the total amount of the contract by the number of months of the contract. If WSU over-bills for service in a given month, WDVA reserves the right to reduce payment to the formula noted above. This will be done in consultation with WSU so as to determine the reason for excess billings.

WSU shall limit billings for group sessions to a maximum of two hours per group, unless special arrangements have been made in advance with the WDVA Program Director. Individual sessions are to be no more than one hour unless circumstances at intake or emergency intervention

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services require more time. Couples sessions should not exceed one and one-half hours duration. Family sessions (those with parent(s) and children present, are to be billed at one and one-half hour duration. The exception to this is that family therapy that takes place in the veteran's residence, with family members present, may be billed as a two hour duration service.

Failure to complete WDVA 066 client Intake Forms will result in non-payment. Intakes are very important to accomplish and submit routinely.

Expenditures under this Contract shall not supplant federal, state, or private resources. Every effort will be made to obtain U.S. Department of Veterans Affairs funding when appropriate (Vet Center [RCS] contracts, VA service-connected Mental Health Fee Basis funding, and private insurance resources, etc.) Efforts to access these funding resources shall be considered routinely. Assistance and suggestions are part of the WDVA effort to help contractors be better providers.

Audits

Audits of WSU's clinical practices, charting, assessed risk, and accounting records will occur from 12 to 24 months, and will be performed by WDVA personnel. WSU should always be aware of the potential for a legislative staff, state agency, or private contract audit. Audits generally are scheduled, but sometimes they are not.

The following WDVA PTSD Program audit rating system will be used:

An "A" rating indicates that WSU has been found to have a 100% finding in the areas of billing and charting (progress note) record keeping. Additionally, there is found to be no omissions in the requirements as set forth in WSU Statement of Work and as assessed using the WDVA PTSD Contractor Checklist. An "A" rating also indicates that WSU has a fully acceptable facility which meets ADA requirements for access, and that the facility is clean, in good repair, and assures for the safety and confidentiality of the clients, and is a space which is identified as a professional space.

"B" ratings are awarded to contractors when discrepancies are found in any of the above areas, but are corrected at the time of the site visit, or can be corrected in short order following the site visit. In some instances a "B" rating will require a second site visit to make certain changes have been made or to take second sample of charts for examination.

Some contractors may remain "B" grade contractors as a result of facilities shortcomings, or if their parent organizational problems which prevent making all of the expected changes; i.e. working within a mental health clinic which has its own expectations for the clinician performing contracted services. Eventually, however, all contractors are expected to obtain an "A" rating.

"C" ratings are given to contractors when errors are found in one or more areas, and can not be rectified at the time of the visit, or represented a general pattern of errors in any of the evaluated areas. A "C" rating is not considered a passing score. All "C" rated contractor site visits will require a follow-up visit in a time frame to be developed in conjunction with WSU and the WDVA Program Director. WSU will be told what areas are out of compliance, and what is expected in order to gain a higher evaluation score. Contractors failing to meet the "A" or "B" rating over time, will be considered as incapable or unwilling to make the necessary effort required for professional services contracting with the WDVA PTSD Program, and will be terminated.)

Contractors will also be assessed by means of a state developed and locally modified Risk Management Tool. This procedure will help to consider the level of legal risk that exists for a

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given contractor. While in no way perfect, the method does alert everyone to trends and will help create feedback to providers regarding their practice and things that might be done to reduce risk.

Following a site visit, WSU will be given feedback at the time of the visit, and by letter. If something requires attention, this will be addressed at the visit and a date for follow-up established.

Contractors who now hold, or who obtain during the term of this Contract, a federal Vet Center (RCS) Contract for Readjustment Counseling Services should anticipate a jointly conducted fiscal and clinical audit by the US-DVA Vet Center and WDVA. Make certain the audit trail is clear for each funding resource and service/billing event.

All Contractors under this program will undergo a Quarterly Performance Review (QPR). These are done by the WDVA Program Director, and provide an opportunity to give you additional feedback about how you are performing with regard to administrative practices, such as timely billings, responsiveness to contacts, and feedback from the community. A copy of the assessment sheets will be provided so you will be aware of the areas under consideration, allowing you to be mindful of those important tasks.

WSU shall maintain the counseling office and immediate area in a high level of repair. Charts and other material shall be filed at the end of the workday so as to maintain after hours confidentiality. The office shall reflect a professional atmosphere at all times and be clean and neat in appearance. Additionally, there must be appropriate waiting areas and reasonable measures taken to ensure for the comfort of the client and present a professional atmosphere of the counseling setting. This includes adequate sound absorbing efforts to help maintain client confidentiality. Exceptions to this standard are those outreach settings, which are not typically used for ongoing or hour-by-hour client sessions, or remote, out-of-office sites. One must always consider the client's needs and the needs required to maintain a wholesome therapeutic relationship.

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BUSINESS ASSOCIATE ADDENDUM

This Addendum (the "Addendum") is entered into by and between Department of Veterans Affairs, Washington Veterans Home ("Covered Entity") and Washington State University's (WSU's) Department of Psychology, by and through its Psychology Clinic ("Business Associate"), and is effective October 15, 2007. This Addendum is incorporated by reference into the following Agreement (s) that are in effect between the parties DVA Contract No. 305E-07-065 and WSU Contract No. (17296).

Purpose. The purpose of the Addendum is to ensure that the parties are in compliance with Washington State laws and regulations, and Federal laws and regulations (hereinafter collectively referred to as "state and federal law"). In the event of a conflict between any of the Agreement(s) to which this Addendum applies, the language and intent of this Addendum controls the interpretation between the parties.

- 1. Identity of the Parties.** Department of Veterans Affairs, Washington Veterans Home is a Covered Entity for purposes of this Addendum, as defined at 45 CFR Section 160.103. The WSU Psychology Clinic is a Business Associate for purposes of this Addendum, as defined at 45 CFR Section 160.103. Covered Entity and Business Associate agree to comply with this Addendum, state and federal law.
- 2. Scope of the Business Associate Relationship.** The parties have a business associate relationship because the Business Associate performs or assists in the performance of an activity on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI).

PHI is defined at 45 CFR 164.501, and means individually identifiable health information that is transmitted by electronic media, maintained in any medium constituting electronic media or transmitted or maintained in any other form or medium. Protected health information does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

Individually identifiable health information is defined at 45 CFR 160.103. Individually identifiable health information includes demographic information collected from an individual, and is information created or received by a health care provider, health plan, employer or health care clearinghouse related to the past, present or future physical or mental health or condition of an individual that identifies the individual or regarding which information there is a reasonable basis to believe that the information can be used to identify the individual.

The activity(ies) the Business Associate is performing or assisting in the performance consists of the following: (CHECK ALL THAT APPLY)

- Utilization Review
- Quality Assurance
- Billing

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- Benefit Management
- Practice Management
- Consulting Services
- Providing services for individuals, couples, families and children

All activities, which the Business Associate actually performs in relation to the Agreement, must be conducted in compliance with the Health Information Portability and Accountability Act (HIPAA), as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, even in the event that one of the above-listed activities has not been checked.

3. Permitted and Required Uses or Disclosures of Protected Health Information. The Business Associate is limited to the following permitted and required uses or disclosures of the protected health information with which it comes into contact:

- a) **Electronic transmission.** If PHI is transmitted between the Business Associate and the Covered Entity or between the Business Associate and other entities, the Business Associate shall implement all appropriate safeguards to prevent the use or disclosure of PHI in violation of state and federal law, including any regulations governing security of electronic data and electronic data interchange.
- b) **Use or Disclosure of Protected Health Information.** The Business Associate's permitted use or disclosure of PHI shall not be greater than the rights of the Covered Entity to use or disclose such information. If the Covered Entity has agreed to specific restrictions on the use and disclosure of an individual's PHI, has agreed to amend an individual's record or has received a revocation of the authorization for use or disclosure, the Business Associate shall comply with such restriction, amendment or revocation upon request of the Covered Entity.

For purposes of the Agreement and this Addendum, the term "use" includes the sharing, employment, application, utilization, examination, analysis, canonization or commingling of protected health information with other information. "Disclosure" means the release, transfer, provision of access to or divulging in any other manner information outside the entity holding the information.

Business Associate shall not use or disclose the PHI received from or created for, the Covered Entity in any manner that would constitute a violation of state or federal law. The Business Associate may only use or disclose PHI for the purpose of accomplishing services to or on behalf of, the Covered Entity. Notwithstanding the foregoing, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities.

4. Report of Unauthorized Use or Disclosures of Protected Health Information. The Business Associate shall report in writing all unauthorized uses or disclosures of PHI to the Covered Entity within five (5) working days of becoming aware of the

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unauthorized use or disclosure of such information by the Business Associate, its officers, directors, employees, contractors, agents or by a third party.

Business Associate further agrees to mitigate, to the extent practicable, any harmful effect that is foreseeable to the Business Associate of a known use or disclosure of Protected Health Information by Business Associate in violation of the Agreement and this Addendum.

5. **Contact Persons for Notice or Other Communications.** For purposes of notice or other communication, the parties designate the following individuals, to be contacted at the listed address and/or telephone number:

COVERED ENTITY:

Department of Veterans Affairs
Gary A. Condra, Chief Financial Officer

BUSINESS ASSOCIATE:

Washington State University Psychology
Clinic
Sherry Weatherly, Patient Svcs. Rep. Coord.

1011 Plum Street, 2nd Floor
PO Box 41150
Olympia WA 98504-1150
(360) 725-2202

Johnson Tower 362
P.O. Box 644820
Pullman, WA 99164-4820
(509) 335-3587

6. **Third Party Agreements.** Business Associate shall enter into a written agreement with any third party, who will have access to PHI that is received or created on behalf of the Covered Entity. The agreement shall require the third party to comply with the same restrictions, terms and conditions applicable to the Business Associate pursuant to the requirements of this Addendum.

Business Associate shall require such third parties to provide immediate notice of any breach or unauthorized use or disclosure of protected health information to Business Associate, and shall take immediate steps to cure such breach. If the breach cannot be cured, Business Associate shall immediately terminate the agreement or subcontract with the third party.

7. **Accounting of Disclosures.** Business Associate shall respond to Covered Entity's request for an accounting of disclosures of protected health information, as required by 45 CFR 164.504 and 164.528, within ten working days of receiving such request from Covered Entity. Business Associate shall provide to the Covered Entity the following information:

- Date of disclosure;
- Name of the entity or person who received the PHI, and if known, the address of the person or entity;
- Brief description of PHI disclosed; and

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- Brief statement of the purpose of such disclosure.

Business Associate shall not deny individual's request for an accounting of the individual's PHI. Response to any requests for accounting will be the responsibility of Covered Entity.

- 8. Consent to Audit.** Business Associate shall make its records, books, documents, electronic data and all other business information available to the Secretary of the U. S. Department of Health and Human Services, the Office of the Inspector General, the Office of Civil Rights or to Covered Entity for review to confirm compliance with the Agreement and this Addendum and with federal and state law. If the Business Associate fails to comply with this provision, the Covered Entity, in its sole discretion, may immediately terminate this Agreement. Termination of the Agreement and this Addendum does not relieve Business Associate of the obligation to provide access to its records and other information as requested pursuant to federal law, to the same extent Covered Entity is required to make such records and information available.
- 9. Immediate Termination.** Covered Entity may immediately terminate the Agreement to which this Addendum applies, without liability, if it determines that Business Associate has violated a provision of the Agreement and that the breach may not successfully be cured or otherwise remedied or if Business Associate or any of its employees, officers or directors is excluded, barred or otherwise prevented from participating in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare or if Business Associate or any of its employees, officers or directors are named as a defendant or convicted in a criminal proceeding for violation of state or federal privacy and/or confidentiality laws. Notice of termination shall be in writing to the contact person identified in paragraph 6 of this Addendum.
- 10. Access to Information.** Within five (5) working days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined in 45 CFR 164.501), Business Associate shall make available to Covered Entity such PHI, in accordance with 45 CFR 164.504 and 164.524, for so long as the information is maintained in the Designated Record Set. If any individual requests access to PHI directly from Business Associate, Business Associate shall within two (2) working days forward such request to the Covered Entity. Business Associate shall not deny an individual's request for access to the individual's PHI. Any denials of access to PHI requested will be the responsibility of Covered Entity.
- 11. Availability of PHI for Amendment.** Within ten (10) working days of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as directed by the Covered Entity. Business Associate shall refer any individual's request for amendment to the Covered Entity. The Covered Entity is responsible for responding to the individual's request.

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12. **Return or Destruction of Information.** Covered Entity acknowledges that Business Associate, as a state agency, is required by state record retention laws to retain its records, including PHI, for a period of ten (10) years from the date of last service. Because destruction or return of Business Associate's PHI records is not permitted by law, Business Associate may retain such records but shall not use or disclose PHI in any manner other than those permitted or required by state and federal laws or for the purposes described herein.
13. **Ongoing Duty to Protect Information.** Business Associate shall continue to protect individually identifiable health information from unauthorized disclosure in accordance with the terms and conditions of the Agreement and this Addendum and the requirements of state and federal law, for as long as the information is within its possession and control, even after the termination of the Agreement.
14. **Satisfactory Assurance of Compliance with this Addendum.** The relationship between Covered Entity and Business Associate is required by 45 CFR 164.502(e) to include satisfactory assurance that Business Associate will appropriately safeguard protected health information in conformance with HIPAA. Business Associate shall maintain or implement policies and procedures to ensure maintenance of the PHI consistent with the requirements of state and federal law.

If Covered Entity determines that it does not have satisfactory assurance of Business Associate's intent and agreement to comply with the terms and conditions of the Agreement and this Addendum, Covered Entity may immediately terminate its Agreement with Business Associate by providing written notice of the same.

The persons signing below, who warrant that they have the authority to execute the contract, execute THIS ADDENDUM, consisting of five (5) pages.

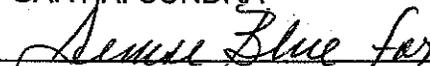
WASHINGTON STATE UNIVERSITY
PSYCHOLOGY CLINIC

DEPARTMENT OF VETERANS AFFAIRS

PAUL KWON

GARY A. CONDRA





Signature

Signature

Director

6/27/08

Chief Financial Officer

6/23/08

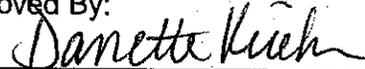
Title

Date

Title

Date

Approved By:

By: 

Title: N. Danette Kriehn
Contracts Manager
Washington State University

7/1/08

