

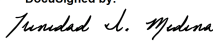
Great Rivers BH-ASO Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Great Rivers Behavioral Health Administrative Services Organization, LLC (Great Rivers) and the organization identified below:

Lewis County Superior Court		Effective: April 1, 2018
345 W Main St Chehalis, WA 98532		
Telephone: (360) 740-1333		
		Memorandum Number: 20180014
Program Contact:	Susie Palmateer	
Fiscal Contact:	Stacey Werner	
Great Rivers Contact:	Trinidad I Medina	
Fiscal Contact:	Becky Meeks	
Tax ID Number:	91-6001351	

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the dates indicated below. The persons signing this MOU on behalf of the parties represent that each has authority to execute the MOU on behalf of the party entering this MOU.

FOR GREAT RIVERS:

DocuSigned by:

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 Trinidad I. Medina
 Great Rivers ASO CED

5/15/2023

Date

FOR LEWIS COUNTY SUPERIOR COURT:


 Susie Palmateer
 Superior Court Administrator

5/5/23

Date

THIS MOU is by and between GREAT RIVERS BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, a public entity serving Cowlitz, Grays Harbor, Lewis, Pacific, and Wahkiakum counties (hereinafter referred to as Great Rivers) , and LEWIS COUNTY SUPERIOR COURT, a public entity and representative of Lewis County (hereinafter referred to as Lewis County Superior Court), by and with the consent of the various other elected officials whose services are attendant to the court proceedings contemplated herein (the Prosecuting Attorney, the Clerk, and the Board of County Commissioners);

NOW, THEREFORE,
IT IS MUTUALLY AGREED BY AND BETWEEN THE ABOVE PARTIES THAT:

1. **Authority:** This Agreement is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW.
2. **Purpose:** The purpose of this MOU is to facilitate Great Rivers in making reimbursements to Lewis County Superior Court for direct costs associated with civil commitment cases (for both Mental Health and S.U.D. civil commitment proceedings) pursuant to RCW 71.05.730.

3. **Consideration:**

- (a) **Effective April 1, 2023**, Great Rivers shall reimburse Lewis County Superior Court for its direct costs related to civil commitment cases at a rate of **\$1,149.00** per civil commitment case.
- (b) For purposes of this Agreement, "civil commitment case" includes all judicial hearings related to a single episode of hospitalization or less restrictive alternative treatment, except that the filing of a petition for a one hundred eighty-day commitment or a petition for a successive one hundred eighty-day commitment under chapter 71.05 RCW or 71.34 RCW shall be considered to be a new case regardless of whether there has been a break in detention. When a case has been filed and is set for a hearing, but is resolved by agreed order in lieu of a hearing, the case shall be reimbursable to the extent it would be if the hearing occurred.
- (c) For purposes of this Agreement, "direct costs" to the Lewis County Superior Court shall consist of clerk, court commissioner, court administration, prosecution, and assigned counsel services related specifically to civil commitment cases.

4. **Documentation for ITA Court Cost expenses:** Lewis County Superior Court will provide Great Rivers with the following documentation for each client listed on any submitted billing: to include at a minimum,
- Patient Name (Last Name, First Name, Middle Name)
 - Date of Birth
 - Gender
 - Court Case Number
 - Date of occurrence for the 120-hour (hold) hearing or the 14-day hearing, or agreed civil commitment or LRA order in lieu of hearing if applicable
 - Any county civil case documents that would support billing.

- Supporting documentation that Client was either capitated to Great Rivers or other BHASO during the time of ITA and/or Proof of County of Residence.
- 5. Payment:** Great Rivers shall pay Lewis County Superior Court within thirty (30) days of Great Rivers' receipt of an invoice billing from Lewis County Superior Court, as long as each client is proven to be Great River's or a valid BH-ASO client and it is for an allowable billable case, as defined in RCW 71.05.730.
 - 6. Reconciliation:** Annually on or about the Fiscal Year End, the parties shall reconcile the payments under this agreement with the Lewis County Superior Court's actual direct costs incurred in the prior year. Great Rivers will, within 30 days, make payment sufficient to reimburse these actual direct costs incurred. If payment has exceeded such costs, Great Rivers offset the next payment(s) by the excess.
 - 7. Termination:** This agreement shall remain in effect until terminated by either party by giving written notice to the other party at least thirty (30) days prior to the date of termination.
 - 8. Sharing Protected Health Information:** The parties agree that information shared under this agreement is shared for the purpose of coordination of treatment and/or health care operations. The parties also agree not to use or disclose protected health information other than as permitted or required by this Agreement, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The parties shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e).
 - 9. Mandatory Outcome Reporting:** In compliance with RCW 71.05.740(2) (as amended by Laws of 2021, Ch. 263 § 15), the clerk of the court shall share with Great Rivers outcomes in all hearings under Chapter 71.05 RCW. The hearing outcome data shall include, among other data, the name of the facility to which a person has been committed.
 - 10. Duration:** The agreement shall continue in force until Dec. 31, 2023. The parties shall annually renew this agreement thereafter, adjusting its terms based on the Lewis County's Superior Court's three-year average direct costs related to civil commitment cases. However, if the parties fail to renew this agreement through means other than intentional termination, this agreement shall automatically continue, month-to-month, upon the same terms.

GREAT RIVERS BH-ASO MEMORANDUM OF UNDERSTANDING
20180014

	<u>EFFECTIVE PERIOD</u>		<u>RATE</u>
INITIAL MOU	4/1/2018-10/31/2021	\$	865.00
1ST AMENDMENT	11/1/2021-3/31/2023	\$	1,339.00
2ND AMENDMENT	4/1/2023-12/31/2023	\$	1,149.00