

**MEMORANDUM OF UNDERSTANDING BETWEEN
STATE OF WASHINGTON, DEPARTMENT OF HEALTH
AND
THE JOINT
COMMISSION FOR
DEEMING ACCREDITATION AS MEETING STATE STANDARDS**

This memorandum sets forth the understanding between the state of Washington, Department of Health (DOH), and The Joint Commission. DOH intends to deem chemical dependency and mental health treatment agencies that have been accredited by The Joint Commission, and who have demonstrated compliance with state licensing and certification requirements contained in Washington Administrative Codes (WAC) 246-341.

I. Pre-Deeming Conditions.

- A. To become deemed, an agency must first have a standard license or standard certification from DOH for the treatment services deemed, verified through at least one on-site survey visit by the DOH Licensing/Certification staff. The on-site survey requirement does not apply to Tribal organizations unless a tribe elects otherwise.
- B. The national accreditation organization must have a memorandum of understanding with DOH for deeming recognition.
- C. Although an accredited agency is required to notify The Joint Commission of the following conditions, DOH retains all responsibilities relating to applications of new agencies, new branches, new treatment services, off site treatment services, exemption requests, reinstatements, relocations, remodeling, changes in ownership, name changes, cancellations, suspensions, revocations, complaints, and sanctions relating to WAC.

II. Comparability of Standards and WAC Requirements.

- A. An analysis conducted by The Department of Behavioral Health and Recovery (DBHR) of The Joint Commission and DBHR standards indicated a majority of requirements are the same as or similar to those used by The Joint Commission. Those standards were later adopted by DOH. Standards that match were deemed as being equal to WAC licensing and certification requirements.
- B. All standards, to include those not addressed in paragraph A above remain DOH's responsibility.

- C. DOH acknowledges that The Joint Commission does not survey general and state specific program requirements that do not correspond to a Joint Commission standards.
- D. Confidentiality and privacy requirements of 42 Code of Federal Regulations (CFR), Part 2, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 & 164 will be adhered to by both DOH and The Joint Commission.

III. Qualification of Surveyors.

The Joint Commission will assure the assigned site survey team has at least two years of specific and relevant experience in the delivery of chemical dependency and mental health treatment services.

IV. Directories and Applicability of the Joint Commission Requirements to DOH• Certified Providers.

- A. The Joint Commission and DOH will keep each other informed of websites, directories, or listings of accredited and licensed/certified agencies in Washington State.
 - 1. The Joint Commissions website contains the names of agencies currently accredited in Washington State, the services for which they are recognized, and the time period for which they are accredited.
 - 2. DOH's website contains the names of all Washington State licensed Behavioral Health Agencies. DOH licenses and certificates expire and are renewed annually.
- B. The Joint Commission standards apply to the following DOH licensed and certified substance use disorder and mental health treatment services and may be deemed in whole.
 - 1. Community Support Service Provider s - WAC246-341-0100.
 - 2. Organizational Standards - WAC 246-341-0300.
 - 3. Human Resource Management - WAC 246-341-0500.
 - 4. Professional Practices - WAC246-341-0500.
 - 5. Program Service Requirements - WAC 246-341-0600 & 1158.
- C. The Joint Commission and DOH agree to exchange copies of new standards, as they are revised and published.

V. Communication between Parties.

Communication to providers and between The Joint Commission and DOH will occur as follows:

- A. Routine communication to providers:
 - 1. Washington State agencies have been informed by DOH of Washington State rules that authorize deeming.
 - 2. Washington State agencies that are already accredited by The Joint Commission and others wishing to be accredited by The Joint Commission who apply to DOH for deeming, will be notified by The Joint Commission and DOH that a requirement for Washington State deeming is that the agency be willing to share The Joint Commission survey information with DOH.
 - 3. DOH will require such Washington State agencies to send DOH a copy of The Joint Commission survey reports and evidence of standards compliance
 - 4. DOH may contact local deemed agencies to obtain plans of corrections for Washington State WAC deficiencies identified by the accreditation organization.

- B. Routine communications between The Joint Commission and DOH, when agencies have consented to share information for deeming purposes:
 - 1. The Joint Commission and DOH will establish the details regarding contact persons within each organization and how communication will be made to supplement the terms of this agreement.
 - 2. The Joint Commission will notify DOH of any complaints or non-compliance findings against any Washington State licensed or certified substance use disorder or mental health treatment agencies, consistent with the Joint Commission's Public Information Policy that are not satisfactorily resolved and lead to an adverse accreditation decision or withdrawal of The Joint Commission accreditation.
 - 3. DOH will forward to The Joint Commission copies of correspondence to and from deemed and accredited agencies relating to probation, involuntary suspensions, and revocations of a DOH license or certification.

VI. Modification and Renewal of this Memorandum of Understanding.

- A. The parties mutually agree to evaluate implementation of this memorandum and modify agreed-upon components as necessary.
- B. DOH and The Joint Commission will evaluate the information exchanged over the time of this memorandum to determine the minimum amount of paper exchange necessary to prudently exercise responsibility and enhance cost savings.

VII. Non-Discrimination.

- A. In the performance of this memorandum of understanding, DOH and The Joint Commission shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Americans with Disabilities Act of 1990 (42 USC 121010, et seq.) and Chapter 49.60 Revised Code of Washington, as now or hereafter amended; DOH and The Joint Commission shall not discriminate on the grounds of race, color, national origin, gender, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:
 - 1. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and,
 - 2. Denying an individual the opportunity to participate in any program provided by this agreement through the provision of services, or otherwise afforded others.
- B. In the event of either party's non-compliance or refusal to comply with the above provisions, this memorandum of understanding may be rescinded, cancelled, or terminated in whole or in part. Either party shall, however, be given a reasonable time in which to correct this non-compliance.

VIII. Indemnification.

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act, or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this memorandum.

IX. Memorandum Alterations and Amendments.

DOH and The Joint Commission may mutually amend this memorandum. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind DOH and The Joint Commission.


X. Termination.


Except as otherwise provided in this memorandum, either party may terminate this agreement upon sixty (60) days written notification.

XI. All Writings Contained Herein.

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

The following parties have executed this memorandum of understanding:

Signature: 
Email: benochs@jointcommission.org 8/27/19
THE JOINT COMMISSION SIGNATURE DATE

Signature: 
Email: dohconf.mgmt@doh.wa.gov 9/3/19
DOH CONTRACTING OFFICER SIGNATURE DATE

Frank Webley
Contract Specialist **III**