Washington State Department of Social & Health Services

Transforming lives

INTERLOCAL AGREEMENT

CD Treatment

DSHS Agreement Number: 1563-43868

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)		
Pacific County			
CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER	
1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586		1231	
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Katie Oien-Lindstrom	(360) 875-9343	(360) 875-9323	koien@co.pacific.wa.us
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Behavioral Health and Service Integration	Division of Behavioral Health and Recovery	1647CS-63	
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS		
Jason Bean-Mortinson Contract Manager	4500 10th Ave SE Lacey, WA 985045330		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360)725-3808		beanmjc@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)		
Yes	93.959		
AGREEMENT START DATE	**AGREEMENT END DATE**	MAXIMUM AGREEMENT AMOUNT	
07/01/2015	03/31/2016	$183,049.00	

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A: Data Security Exhibit; Exhibit B: Awards and Revenue (A&R)

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	BHSIA Contracts	

DSHS General Terms and Conditions

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

1. **Definitions.**

a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form

or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

2. **Compliance**. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

3. **Use and Disclosure of PHI**. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

a. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

b. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all

Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

(4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

(5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

4. Individual Rights.

a. Accounting of Disclosures.

(1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

(3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

(1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

5. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

6. **Obligations**. To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

7. **Liability**. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

8. **Breach Notification**.

   a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

   b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

   c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

   d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

      (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

      (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

      (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

(4) DSHS will take appropriate remedial measures up to termination of this Contract.

9. Miscellaneous Provisions.

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

b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. **Definitions Specific to Special Terms**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "American Society of Addiction Medicine Criteria" (ASAM) means clinical guidelines designed to improve assessment and outcomes-driven treatment and recovery services matching patients to appropriate types and levels of care.

   b. "Assessment" means diagnostic services provided by a CDP or CDP trainee under CDP supervision to determine a client's involvement with alcohol and other drugs. See WAC 388-877 & 388-877B for a detailed description of assessment requirements.

   c. "Awards and Revenues" or "A&R" details the County's Awards and Revenues attached as Exhibit B.

   d. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.

   e. "Capacity Management" means a continually updated system for identifying treatment capacity for clients who cannot be admitted and a mechanism for matching clients to treatment programs with sufficient capacity.

   f. "CDP" means Chemical Dependency Professional.

   g. "County Community Services" means the state, SAPT and grant funding allocated to the County by the state and is a term used in TARGET.

   h. "Criminal Justice Treatment Account Funds and CJTA" means a state revenue source appropriated for drug and alcohol treatment and support services for offenders.

   i. "Data" means information that is disclosed or exchanged as described by this Contract.

   j. "Date of first contact" means the date a person contacts an agency by any means (walk-in, telephone call, referral through a physician, counselor or CDP, etc.) to request a service when the date for the service is scheduled at the time of the Contact.

   k. "DBHR" means the Division of Behavioral Health and Recovery or its successor.

   l. "Dependent children" means children under age 18 living with the parent or through age 20 if enrolled in school and financially supported by the parent.

   m. "Drug Court Funds" means funds appropriated for drug and alcohol treatment and support services for offenders within a Drug Court Program.

   n. "DSHS Contact" means the person identified on page 1 of this agreement as the designated DSHS representative for this Contract, or the successor of that person.

   o. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

   p. "Fiscal/Program Requirements" means the most current version of the DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR located at:

q. "GAIN-SS" means the Global Appraisal of Individual Needs – Short Screener. A tool used for conducting an integrated comprehensive screening of chemical dependency and mental health issues.

r. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g., TANF, SSI) or WA Apple Health. They are usually identified by a Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.

s. "Interim Services" means services offered to an eligible patient denied admission to treatment due to a lack of capacity.

t. "IDU and IVDU" mean Injecting Drug User or Intra-Venous Drug User. The acronyms may be used interchangeably to refer to a person who has used a needle one or more times to illicitly inject drugs.

u. "Low-Income Patient" means a patient whose gross household monthly income is at or below 220% of the Federal Poverty Guidelines.

v. "Medicaid State Match" means those funds allocated and identified in the Service Rates Plan, from the state Awards provided under this Contract to pay the state's share of the costs of services provided to Medicaid-eligible clients.

w. "Opiate Substitution Treatment Services" (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.

x. "Patient" means individuals who are actively receiving assessment or treatment services.

y. "P-I-T-A" means Prevention, Intervention, Treatment and Aftercare.

z. "Pregnant and Post-partum Women and Parenting Persons" (PPW) means

(1) Women who are pregnant.

(2) Women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children.

(3) Men or women who are parenting children under the age of six, including those attempting to gain custody of children supervised by the Department of Social and Health Services, Division of Children and Family Services (DCFS).

aa. Resource Development" means Expenditure types allowable through the Substance Abuse Prevention and Treatment (SAPT) Block Grant that can be billed with SAPT treatment under BARS 99, these include:

(1) Planning, coordination, and needs assessment; including local personnel salaries prorated for time spent in planning meetings, data collection (i.e. TARGET), analysis, writing and travel. It also includes operating costs such as printing, advertising, and conducting meetings. Any contracts with community-based organizations or local government for planning and coordination fall into this category, as do needs assessment projects to identify the scope and magnitude of the problem, resources available, gaps in services, and strategies to close those

gaps.

(2) Quality assurance; this includes activities to assure conformity to acceptable professional standards and to identify problems that need to be remedied.

(3) Program development; this includes consultation, technical assistance, and materials to support subcontracted providers and planning groups.

bb. "Revenues" or "County Participation Match" means the County's cost share of this Contract, as identified in the Awards and Revenues Exhibit.

cc. "SAPT Block Grant" means Substance Abuse Block Grant, SABG, Substance Abuse Prevention and Treatment Block Grant and SAPT are interchangeable.

dd. "SCOPE" means The System for Communicating Outcomes, Performance & Evaluation http://www.scopewa.net, a web-based Mental Health and Substance Abuse Performance Indicators.

ee. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the Contractor and states the negotiated reimbursement rate for the service and applies to treatment services only.

ff. Substance Use Disorder (SUD)" means a problematic pattern of alcohol/drug use leading to clinically significant impairment or distress as categorized in the DSM 5.

gg. "TARGET2000" means the Treatment and Assessment Report Generation Tool, the management information system maintained by DSHS that retains demographic, treatment, and ancillary service data on each individual receiving publicly-funded outpatient and residential substance use disorder treatment services in Washington State, as well as data on other general services provided.

hh. "Treatment Data" means information input to TARGET to record treatment services provided to patients. This information will be used to verify services identified in A-19 invoices prior to payment and work towards entering input data into TARGET by the end of 7th calendar day after the date of service.

ii. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the County. The TPW identifies the type of service provided by each subcontractor and indicates if the subcontractor may bill Medicaid.

jj. "Waiting List" means a list of SAPT-qualified clients for whom a date for service has not been scheduled due to a lack of capacity. A person will be selected from the list to fill an opening based on the required order of precedence identified in the Contract.

kk. "Young adult" means a person or patient from age 18 through age 20.

ll. "Youth means a person or patient from age 10 through age 17.

2. Applicable Law.

This Contract contains links to both DSHS and Federal websites to provide references, information and forms the County's use. Links may break or become inactive if a website is reorganized; DSHS is not responsible for links that do not respond as expected.

Special Terms and Conditions

Legal resources identified below are incorporated by reference and include, but are not limited to, the following:

a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General: http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?CFRPart=211&showFR=1&subpartNode=21:4.0.1.1.11.3

b. 42 CFR Subpart A

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records: http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=42%3A1.0.1.1.2#se42.1.2_11

Part 8 Certification of Opioid Treatment Programs: http://www.ecfr.gov/cgi-bin/text-idx?SID=38d8847dd64b0562724661c528d0dc8e&mc=true&tpl=/ecfrbrowse/Title42/42cfr8_main_02.tpl

c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant: http://www.ecfr.gov/cgi-bin/text-idx?SID=38d8847dd64b0562724661c528d0dc8e&mc=true&tpl=/ecfrbrowse/Title45/45cfr96_main_02.tpl

d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133: http://www.whitehouse.gov/omb/circulars_default/

e. Washington Administrative Code (WAC), Department of Social and Health Services Chemical Dependency assistance programs 388-800, Certification Requirements 388-877 & 388-877B, WorkFirst 388-310: http://apps.leg.wa.gov/wac/default.aspx?cite=388

Washington Administrative Code, Department of Early Learning 170.295, 170.296: http://apps.leg.wa.gov/wac/default.aspx?cite=170

f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health Professions18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34. http://apps.leg.wa.gov/rcw/

g. Fiscal/Program Requirements (Formerly BARS)

"Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR located at: http://www.dshs.wa.gov/dbhr/daprovider.shtml

3. Purpose.

The purpose of this Contract is to support the County in providing substance use disorder treatment and support services as specified in this Agreement to eligible persons as part of the P-I-T-A

continuum. These services and activities are identified and defined in RCW 70.96A and WAC 388-877 and 388-877B.

4. Service Availability.

The County shall budget funds awarded under this Contract that are allocated for assessment and treatment services in such a manner as to ensure availability of such services throughout the life of this agreement.

5. Reciprocity.

To the extent necessary to comply with the provider network adequacy and distance standards required under this Agreement, the Contractor shall offer contracts to providers in bordering states per RCW. 74.09.180 http://apps.leg.wa.gov/RCW/default.aspx?cite=74.09.171

The Contractor's contracts with providers in bordering states must ensure timely access to necessary care, including inpatient and outpatient services and must coordinate with Oregon and Idaho providers to explore opportunities for reciprocal arrangements that allow Washington, Oregon, and Idaho border residents to access care when care is appropriate, available, and cost-effective.

6. Requirements.

a. Background Checks (RCW 43.43.832, WAC 388-877 and 388-877B)

The County shall ensure a criminal background check is conducted on all staff members; case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

When providing services to youth, the County shall ensure that requirements of WAC 388-06-0170 are met.

b. Services and Activities to Ethnic Minorities and Diverse Populations

The County shall:

(1) Ensure all services and activities provided by the County or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

(2) Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.

(3) Take the initiative to strengthen working relationships with other agencies serving these populations. The County shall require its subcontractors to adhere to these requirements.

c. Continuing Education

(1) Ensure that continuing education is provided for employees of any entity providing treatment services. (42 USC 300x-28(b) and 45 CFR 96.132(b)).

(2) CDPs working with youth outpatient treatment populations shall be required to dedicate 10 of the 40 required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

d. Single Source Funding

(1) The County shall ensure all subcontractors, understand Single Source Funding.

(2) All Treatment services provided to an individual patient during any one (1) period of time must be funded from a sole source of funds under this Contract.

(3) The funding designated by the treatment subcontractor in TARGET defines the single source of funds to be used for the identified patient.

e. Audit Requirements.

(1) The County shall submit a copy of the A-133 audit performed by the State Auditor to the DSHS Contact within ninety (90) days of receipt by the County of the completed audit.

(2) Subcontractor Audit

(a) If a County subcontractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.

(b) If a County subcontractor is not subject to OMB Circular A-133, the County shall perform subrecepient monitoring in compliance with federal requirements.

f. Subrecipients.

(1) General. If the County is a subrecipient of federal awards under any Program Agreement as defined by 2 CFR Part 200, the Contractor shall:

(a) 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;

(b) Maintain internal controls that provide reasonable assurance that the County 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;

(c) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(d) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(e) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(f) 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 at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to

www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

(2) Single Audit Act Compliance. If the County is a subrecipient under a Program Agreement and expends $750,000 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 County shall:

(a) Submit to the DSHS Contact the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(b) Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

(3) Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under any applicable Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

(4) Subcontractor Audit

(a) If a County subcontractor is subject to 2 CFR, Part 200, Subpart F, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per 2 CFR, Part 200, Subpart F requirements.

(b) If a County subcontractor is not subject to 2 CFR, Part 200, Subpart F, the County shall perform subrecipient monitoring in compliance with federal requirements.

g. Federal Block Grant Funding Requirements.

(1) Charitable Choice (42 USC 300x-65 and 42 CFR Section 54)

(a) The County shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse treatment providers for funding.

(b) If the County subcontracts with FBOs, the County shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:

i. Applicants/recipients for/of services shall be provided with a choice of providers.

ii. The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

iii. The FBO shall report to the County all referrals made to alternative providers.

iv. The FBO shall provide recipients with a notice of their rights.

v. The FBO provides recipients with a summary of services that includes any inherently religious activities.

vi. Funds received from the federal block grant must be segregated in a manner consistent

with Federal regulations.

vii. No funds may be expended for religious activities.

(2) Notice of Federal Block Grant Funding Requirement

(a) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the County to subcontractors for the delivery of services and activities under this Contract.

(b) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. (OMB A-133).

(c) A portion of the funding for this contract may be from the federally funded Substance Abuse Block Grant (SABG) CFDA #93.959. The amount allocated will be detailed in the County's authorization for service. County will be notified of the amount of SABG expended each calendar year.

(d) Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

(3) Peer R34 review Required (42 USC 300x-53(a) and 45 CFR 96.136)

The SAPT Block Grant requires an annual peer review by individuals with expertise in the field of drug abuse treatment. At least five percent of treatment providers will be reviewed. The County and subcontractors shall participate in the peer review process when requested by DSHS.

(4) Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all patients who are financially eligible to receive state or federal assistance and are in need of services. No distinction shall be made between state and federal funding when providing the following services including, but not limited to:

(a) Women's services

(b) Intravenous drug user services

(c) Tuberculosis services

(d) Childcare services for parenting patients

(e) Interim services

h. Other Requirements.

(1) Collaboration with other Systems (42 USC 300x-28 (c) and 45 CFR 96.132 (c))

The County shall take measures to interconnect and streamline potentially overlapping systems including but not limited to; child protection services, criminal justice, family court, mental health, and primary care health plans Report Forms

(2) Federal Block Grant Report

(a) Block Grant report shall be submitted to the DSHS Contact with the following information:

i. How have the needs of the population identified in the county strategic plan or other demographic report been met?

ii. What strategies have been used to improve existing programs, create new programs, or actions taken to remove barriers?

(b) Specialized services have been provided for pregnant women and women with dependent children – (See 42 USC 300x-22(b)(1)(C) and 45 CFR 96.124(c)(e))

i. Treatment services designed for pregnant women and women with dependent children

ii. How the county ensure subcontractors make available prenatal care and child care.

(c) CJTA Report Requirements for Innovative Project

The County shall submit to the DSHS Contact the following information :

i. Identify the of project (innovation, best practice, or regional project)

ii. Status of project (innovation, best practice, or regional project)

iii. How has implementing the project enhanced treatment services?

iv. Number of people serve in the report period

v. Progress in meeting project's goals and objectives

vi. Evaluation strategy that addresses at a minimum:

(A) Treatment retention/completion

(B) Reduced involvement in criminal activity

7. Subcontracting.

a. The County's subcontractors are bound by the terms, conditions, clauses, and sections of this funding agreement. It is the County's responsibility to ensure that its subcontractors understand this and have been given electronic copies of the agreement.

b. Subcontractor Termination Requirements

When terminating a subcontract, the County shall withhold the final payment of any treatment sub-contract until the open (admitted for treatment services) cases in the TARGET reporting system have been discharged from the system. This applies for all subcontractor closures. For subcontract termination, only publicly funded cases must be discharged.

c. Subcontractor Monitoring

(1) On-Site Monitoring

The County shall conduct a subcontractor review which shall include at least one on-site visit during the contract period to each subcontractor site providing treatment services during the period of performance of this Contract in order to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(2) TARGET Monitoring

The County shall ensure that subcontractors have:

(a) Entered services funded under this Contract in TARGET.

(b) Updated patient funding information as needed when the funding source changes.

(3) Additional Monitoring Activities

The County shall maintain records of additional monitoring activities in the County's subcontractor file and make them available to DSHS upon request including any audit and any independent documentation.

8. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. Outpatient Treatment (WAC 388-877 & 388-877B)

The County shall ensure outpatient substance use disorder services are provided to eligible patients according to the requirements identified in WAC.

b. Other Treatment: Access to Services

Subject to availability of funds, treatment services to eligible persons shall not be denied regardless of their:

(1) drug(s) of choice.

(2) use of legally prescribed medications.

(3) use of over the counter nicotine cessation products or participation in a Nicotine Replacement Therapy regimen.

(4) Washington State County of residence. The County shall, subject to allocated funds and service availability, serve all eligible Washington State residents who may be transient and require services.

c. Interim Services (42 USC 300x-23 and 45 CFR 96.126)

The County shall, as required by the SAPT Block Grant:

(1) Ensure interim services are provided by the agency, or referred outside the agency for services

the agency is not qualified to provide, for pregnant and parenting women and intravenous drug users.

(a) Interim services shall be made available within 48 hours of seeking treatment for pregnant and parenting women and intravenous drug users.

(b) Admission to treatment services for the intravenous drug user shall be provided within 14 days after the patient makes the request, regardless of funding source.

(c) If there is no treatment capacity within 14 days of the initial patient request, the County shall have up to 120 days, after the date of such request, to admit the patient into treatment, while offering or referring to interim services within 48 hours of the initial request for treatment services. Interim services must be documented in TARGET and include, at a minimum:

i. Counseling on the effects of alcohol and drug use on the fetus for the pregnant patient.

ii. Prenatal care for the pregnant patient.

iii. Human immunodeficiency virus (HIV) and tuberculosis (TB) education.

iv. HIV or TB treatment services if necessary for an intravenous drug user.

The interim service documentation requirement is specifically for the admission of priority populations with any funding source; and any patient being served with SAPT Block Grant funds.

(2) A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours.

d. Waiting List and Initial Appointment Requirements

(1) Collect patient information as required on the DBHR TARGET Data Elements Waiting List-First Contact form, DSHS Form #04-444.

(2) Enter the "Date of First Contact" into TARGET, at least every seven (7) days, by collecting data at the time the patient first contacts the agency to request services and is given a specific date for when services will begin.

e. Tuberculosis Screening, Testing, and Referral 42 USC 300x-24 (a) and 45 CFR 96.127

(1) The County shall make tuberculosis services available to each individual receiving substance use disorder treatment funded through the federal SAPT Block Grant. Services must include tuberculosis counseling, testing, and treatment.

(a) Follow the Centers for Disease Control TB Guidelines located at: http://apps.leg.wa.gov/RCW/default.aspx?cite=74.09.171

(b) Follow the Tuberculosis Infection Control Program Model Policies for Substance Use Disorder Treatment Agencies in Washington State, located at: http://www.dshs.wa.gov/pdf/dbhr/certforms/TBPolicy.pdf

(2) WAC 246-101-101 requires all health care providers to report every case of tuberculosis to the

local health department immediately at the time of diagnosis or suspected diagnosis.

f. Determine Patient Financial Eligibility: Low-income Services

(1) All persons applying for services supported by County Community Services are screened for financial eligibility and shall:

(a) Conduct an inquiry regarding each patient's continued financial eligibility no less than once each month.

(b) Document the evidence of each financial screening in individual patient records.

(c) Refer client to Health Plan Finder Website for eligibility determination at http://www.wahbexchange.org/.

(2) Low-income

(a) The County and its subcontractors shall determine financial eligibility for patients.

(b) Charging Fee Requirements – Low-income Patients

i. If any service defined in this Contract is available free of charge from the County to persons who have the ability to pay, the County shall not charge DSHS for Fee Requirements for low-income patients.

ii. The County shall use 220% of the Federal Poverty Guidelines to determine low-income service eligibility and shall provide this information to its subcontractors. The Federal Poverty Guidelines can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

iii. The County shall utilize a sliding fee schedule in determining the fees for low-income eligible services.

iv. Persons who have a gross monthly income (adjusted for family size) at or below 220% of the Federal Poverty Guidelines are eligible to receive services partially supported by funds included in this Contract.

v. Fees shall be charged in accordance with the Low-income Service Eligibility Table to all patients receiving assessment and treatment services that are determined through a financial screening, to meet the requirements of the Low-income Service Eligibility Table.

vi. If a County's subcontractor determines that charging a low-income patient a fee would stop the patient from continuing treatment, the fee requirement may be waived by the subcontractor.

vii. The minimum fee per counseling visit is $2.00. The maximum fee per service is the reimbursement cost of the service provided as identified on the SRP.

(A) Indigent patients are exempt from this fee requirement.

(B) Interim Services are exempted from this fee requirement.

g. Screening and Assessment

(1) The GAIN-SS screening tool shall be used for conducting the integrated comprehensive screen on all new patients and the GAIN-SS scores shall be documented in TARGET.

(2) If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information shall be considered in the development of the treatment plan including appropriate referrals.

(3) Documentation of the quadrant placement during the assessment process and again on discharge are input to TARGET.

(4) The maximum number of DBHR-funded assessments provided to each client, within a one (1) year period, is two (2). In the event an additional medically necessary assessment is required, contact the DBHR contract manager for an exception.

h. Withdrawal Management

(1) The County may provide withdrawal management to those patients qualifying for those services.

(2) Facilities must have a protocol established on how they will serve methadone patients who need withdrawal management from other substances.

i. Youth Outpatient Services (WAC 388-877 and 388-877B)

(1) Service Eligibility

(a) Services shall be provided to youth ages 10 through 17.

(b) The age at which a youth may self-refer for treatment without parental consent is 13 years of age.

(c) Patients under age 10 may be served with the approval of the DSHS Contact.

(d) Young adult patients, age 18 through 20 who, based on developmental needs, may be served in a youth outpatient treatment setting if determined to meet the youth's clinical needs. The case file shall contain documentation supporting the clinical decision.

(e) The case files of youth served in an adult outpatient setting shall contain documentation supporting the clinical decision to place the youth in an adult setting.

(2) Youth Family Support Services

(a) Young adults who have been approved for youth treatment shall be billed as youth patients.

(b) Youth funds may be used for family support services using Fiscal/Program Requirements codes including:

i. 566.57 Youth Group Therapy (youth and young adults ages 10 through 20).

ii. Services to family members of persons admitted to treatment and costs incurred to provide supervised recreational activities in conjunction with a substance use disorder outpatient program. Family Services shall be coded as family support services and

Supervised Therapeutic Recreation shall be coded as group therapy.

iii. 566.58. Youth Individual Therapy (youth and young adults ages 10 through 20).

This also includes services to family and significant others of persons in treatment. These expenses should be coded as defined in the TARGET Data dictionary.

(3) The County shall ensure Fiscal/Program Requirements coding instructions are followed for billing purposes.

(4) Title-XIX funding for youth in treatment

(a) Treatment services provided to youth shall be billed under Title-XIX unless the youth is determined to be ineligible for this funding.

(b) Documentation identifying a youth as ineligible for Title-XIX shall be documented within the patient case file.

(5) Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Services

(6) The County shall encourage subcontractors to refer Title-XIX eligible youth that have not previously received an EPSDT health screen to an EPSDT primary health care provider for an EPSDT health screen.

(7) Assessment Services

Each youth shall be given a multi-dimensional assessment per WAC 388-877 & 388-877B: Requirements for substance use disorder assessments.

(8) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded substance use disorder treatment services the County shall ensure:

(a) Youth outpatient services include treatment appropriate for substance use disorder mild in addition to treatment for substance use disorder moderate and severe.

(b) Youth outpatient services address the needs of youth waiting for placement in youth residential treatment, and youth requiring aftercare following youth residential treatment.

(c) Outpatient subcontractors are involved in the continuum of services and the treatment planning for youth they have referred to residential treatment programs.

(9) Youth Outpatient Services, described in the Statement of Work above, will be delivered in accordance with the DSHS Guiding Principles listed below:

(a) Family and Youth Voice and Choice: Family and youth voice, choice and preferences are intentionally elicited and prioritized during all phases of the process, including planning, delivery, transition, and evaluation of services.

(b) Family-focused and Youth-centered: Services and interventions are family-focused and child-centered from the first contact with or about the family or child.

(c) Team-based: Services and supports are planned and delivered through a multi-agency, collaborative teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.

(d) Natural Supports: The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith-based organizations). The recovery plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.

(e) Collaboration: The system responds effectively to the behavioral health needs of multi-system involved youth and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance use disorder, primary care, and education systems.

(f) Culturally Relevant: Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the youth and family and their community.

(g) Individualized: Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each youth and family. They are altered when necessary to meet changing needs and goals or in response to poor outcomes.

(h) Outcome-based: Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes.

j. Intravenous Drug Users Outpatient Services (42 USC 300x-23 and 45 CFR 96.126)

(1) Outreach is provided to IVDUs.

(a) Outreach activities shall be specifically designed to reduce transmission of HIV and encourage IVDUs to undergo treatment.

(b) Outreach models shall be used, or if no models are available which apply in the local situation, an approach is used which reasonably can be expected to be an effective outreach method.

(c) Outreach activities may include:

i. Street outreach activities

ii. Formal education

iii. Risk-reduction counseling at the treatment site

(2) Assessment and treatment services are provided to IVDU patients (42 USC 300x-22 and 45 CFR 96.128)

(a) Comprehensive substance use disorder assessment and treatment services shall be

provided to male and non-pregnant women no later than 14 days after the service has been requested by the individual.

(b) Interim Services are provided to male and non-pregnant women if the patient cannot be placed in treatment within 14 days and comprehensive services are not immediately available.

(c) The DSHS provided IVDU Report shall be completed and provided as part of the State annual reporting process.

k. Pregnant, Post-partum and Parenting Persons Outpatient Services

(1) Parenting Persons

(a) Persons Identified as Parents or Parenting Persons include:

i. Persons currently under DSHS supervision who are attempting to regain custody of their children.

ii. Postpartum women for up to one-year post delivery.

(b) Low-income eligibility applies to women who are pregnant or post-partum up to one year post delivery.

(c) Subcontractors who are receiving SAPT grant funding give admission preference to pregnant and parenting persons who have been referred to treatment.

(d) Upon request for services, pregnant, post-partum, and parenting persons shall be offered Interim Services when comprehensive services are not immediately available.

(e) Subcontractors whenever possible, assign gender specific counselors as primary counselors for pregnant, postpartum, and parenting patients.

(f) Subcontractors make information/education available to treatment staff for addressing the specific issues related to pregnant, postpartum, and parenting patients.

(2) Substance Use Disorder Assessment Services Specific to Pregnant Women

The County shall ensure assessment requirements in addition to standard assessment services:

(a) Are provided within 48 hours of referral or request for services.

(b) Include a review of the gestational age of fetus, mother's age, living arrangements and family support data.

(c) Pregnant women identified through assessment to be eligible and appropriate for outpatient care shall be:

i. Admitted to outpatient treatment services no later than seven (7) days after the assessment has been completed.

ii. Provided a referral for prenatal care.

iii. Assessed as priority for placement in an inpatient treatment program or a Chemical Using Pregnant (CUP) detoxification facility if identified as actively using substantial amounts of alcohol or other substances in any stage of pregnancy.

(3) Services Specific to Pregnant Women and Women with Children (CFR Title 45, Part 96.124)

(a) Pregnant women and women with children receiving treatment are treated as a family unit.

(b) The following services are provided directly or arrangements are made for provision of the following services:

i. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care.

ii. Primary pediatric care including immunization for their children.

iii. Gender specific substance use disorder treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting are provided and child care while the women are receiving these services.

iv. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual, physical abuse and neglect.

v. Sufficient case management and transportation to ensure women and their children have access to services provided by sections i. through iv.

(4) Services Specific to Post-partum Women

(a) Assessment and treatment services are scheduled within 14 days after the service has been requested

(b) Interim services shall include counseling on the effects of alcohol and drug use on the fetus.

(c) Services may continue to be provided for up to one year postpartum.

(5) Services Specific to Parenting Persons

(a) Assessment and treatment services are scheduled within 120 days after the service has been requested

(b) Notification of the availability of childcare.

I. Opiate Substitution Treatment Services (OST)

(1) A County funding OST services shall ensure they are provided through a service provider that maintains accreditation from the Center for Substance Abuse Treatment (CSAT) and complies with the following rules:

(a) WAC 388-877 & 388-877B

(b) 42 CFR, Part 8

(c) Washington State Board of Pharmacy WAC 246-887; as such regulations now exist or are hereafter amended.

(2) The County shall ensure that OST patients utilizing the Medicaid transportation broker services will receive priority for filling a vacant slot at another publicly-funded OST facility if the transfer would result in a savings in transportation costs. The patient will not be required to transfer to a closer agency if there are clinical reasons to support not transferring the patient

m. Performance-based Goals

The County shall make progress toward, meet or exceed the statewide average 90-day retention rate as determined by DSHS. The 90-day retention performance measure will be determined by using a rolling 6-month average and be monitored on a monthly basis through SCOPE or a report generated by DSHS. Baseline outcomes for completion will be set according to past County performance.

For purposes of this contract the word "progress" means achieving a minimum improvement increase of 1.5% in a fiscal year.

(1) Youth

(a) Effective July 1, 2015, if the County's baseline is in good standing at or above the statewide goal of 76.2% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide goal, the County shall follow the process for correction in Section "n." below.

(b) Effective July 1, 2015, if the County's baseline for 90-day retention performance is lower than the statewide goal, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide goal, by the end of the fiscal contract year.

If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section "o." below.

(2) Adult

(a) Effective July 1, 2015, if the County is in good standing at or above the statewide average of 70.7% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide goal, the County shall follow the process for correction in Section "n." below.

(b) Effective July 1, 2015, if the County's baseline for 90-day retention performance is lower than the statewide goal, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide goal, by the end of the fiscal contract year.

n. Performance Goals Results/Actions for a county falling below the statewide goal

If the performance outcome falls below the statewide goal or performance expectation within a calendar quarter, as determined through SCOPE or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to return to the original individual 90-day retention baseline percentage.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

o. Performance Goals Results/Actions for a county starting below the statewide goal

If performance outcome does not demonstrate progress toward the expected rate for 90-day retention within a calendar quarter, as determined through SCOPE or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to demonstrate progress toward the expected rate for 90-day retention.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

p. Performance Review

(1) If, at 180 days or at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the average, increasing by 10% or returning to previous baseline percentage) the County shall re-procure for services.

(2) The County shall submit its Request for Proposals (RFP) to the DSHS Manager for approval prior to sending it to prospective providers and be able to identify what new parameters will be used in seeking a provider that can meet the performance expectations.

q. Performance Review When County is Service Provider

(1) If, at 180 days or at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the average, increasing performance by 10% or returning to previous baseline percentage) the County shall:

(2) Submit a technical assistance plan and a PIP to the DSHS Manager, within 45 days. The plan shall identify who provided technical assistance to the County and highlight identified challenges and potential solutions to help increase performance. The PIP shall include strategies for performance improvement based on the results of the technical assistance plan.

(3) DSHS shall not pay for technical assistance.

r. DSHS will continue to monitor and review the 90-day retention performance rate. If, based on statewide data, there is a need to adjust the statewide average, the County will be consulted prior to any change and a letter sent from DSHS authorizing the change.

s. Capacity Management

The statewide capacity baseline is calculated to be 69% individuals admitted into treatment within 14 days of first contact as entered in TARGET.

(1) Compliance is maintaining an admissions rate of 69% or greater within 14 days of first contact

(2) If Contractors are falling below 69% of admits within 14 days the goal is to either improve their admission rate 5% or to the baseline, whichever improvement is less.

(a) In the event of a rate below 69%, DSHS will provide technical support in an effort to increase capacity.

(b) If the rate of admissions within 14 days is not increased by 5%, or the Contractor has not achieved the statewide baseline of 69 % within six months, the Contractor shall submit a Performance Improvement Plan within 30 days of notice from DSHS outlining their Performance Measures to increase their percentage of admissions within 14 days.

t. Out-stationed Staff

The County shall ensure Out-stationed staff reports all client data in TARGET, monthly, using the DSHS TARGET Client Support Activities (Non-treatment) form.

u. Case Management (WAC 388-877 and 388-877B)

The County shall ensure:

(1) Case Management Services being billed under the Contract shall only include the following activities:

(a) Services that assist patients in accessing needed medical, social, or education services

(b) Services designed to engage, maintain, and retain patients in treatment

(c) Case planning, case consultation, and referral for other services

(2) Requirements for Billing for Case Management Services are met as follows:

(a) Low-income eligible patients

Case management services provided to patients eligible for low-income services and billed under this Contract may be provided by a Chemical Dependency Professionals (CDP), CDP Trainee, or other staff as deemed appropriate by the County.

(b) Medicaid eligible patients

Case management services provided to patients who are Medicaid eligible and billed under this Contract shall be provided by a Chemical Dependency Professionals (CDP) or CDP Trainee, under the clinical supervision of a CDP.

(c) Written documentation in the patient's case file giving date, duration, and referral information of each contact. The County shall maintain files and forms to document case management activities and services received and recorded in TARGET using form #DSHS 04-418 (REV.

10/2006) which can be accessed through Provider page of the DSHS website at http://www.dshs.wa.gov/BHSIA/.

(d) Referrals for service must include contact information of other agencies that are involved in providing services to the person.

(e) Required release(s) of information are in the case file.

(f) Documentation of the outcome of case management services.

(3) Limitations to billing for Case Management Services

The County shall not bill for case management under the following situations:

(a) If a pregnant woman is receiving maternity case management services under the First Steps Program.

(b) If a person is receiving HIV/AIDS Case Management Services through the Department of Health.

(c) If a youth is in foster care through the Division of Children and Family Services (DCFS).

(d) If a youth is on parole in a non-residential setting and under the Rehabilitation Administration (RA) supervision; youth served under the CDDA program are not under RA supervision.

(e) If a patient is receiving case management services through any other funding source from any other system (i.e. Mental Health, Children's Administration, and Juvenile Justice and Rehabilitation Administration). For Medicaid billings, youth in foster care through the DCFS who are receiving case management services through DCFS.

(f) DSHS funds shall be the dollar of last resort for case management services.

(4) The County shall not bill for Case Management for the following activities:

(a) Outreach activities

(b) Services for people in residential treatment

(c) Time spent by a CDP reviewing a CDP Trainee's file notes and signing off on them

(d) Time spent on internal staffing

(e) Time spent on writing treatment compliance notes and monthly progress reports to the court

(f) Direct treatment services or treatment planning activities as required in WAC 388-877 & 388-877B

(g) Maximum time limitations for services billed under the County Contract are as follows:

i. Case Management Services are limited to a maximum of five (5) hours per month per patient.

ii. Exceptions to the five-hour limitation may be granted on an individual basis based on the clinical needs of the individual patient. The County shall be responsible for monitoring and granting exceptions to the five-hour limit. Exceptions may not be granted to Medicaid-billed services.

v. Other Required Services

(1) Childcare Services (45 CFR 96.131).

The County shall provide, directly or through arrangements with other public or nonprofit private entities, childcare to patients participating in assessment and treatment activities, and support activities such as support groups, parenting education and other supportive activities when those activities are recommended as part of the recovery process and noted in the patient's treatment plan.

(a) Childcare and prenatal services are provided at the treatment facility or arrangements for provision of these services are made for patients receiving substance use disorder assessment and treatment services from subcontracted providers.

(b) All parenting recipients of treatment services are informed that childcare services are available and are offered such services while participating in treatment. Documentation regarding the offer and parent acknowledgement of such offer shall be maintained in the patient file.

(c) Off-site childcare services (with the exception of care provided in the child's or relative's home) are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296A.

(d) Treatment subcontractors supply the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider when on-site childcare is not available. The information supplied by subcontractors shall include at a minimum:

i. Direction to the DEL website address for information on childcare services at http://www.del.wa.gov/care

ii. Direction to the DEL website address for information on selecting childcare services at: http://www.del.wa.gov/care/find-facility/Default.aspx

iii. Written verification indicating the location of the childcare services, the number of hours and length of child care authorization and the payment process for the type of care selected

(2) Screens and Urinalysis (UA) Testing

(a) General Requirements

i. Screens and UA testing is an allowable cost only within the context of a treatment plan.

ii. Screens and UA tests are limited to no more than eight (8) tests per month for each patient. All UA tests paid for with public funds shall be documented in TARGET.

iii. Medicaid Eligible Methadone Patients and Pregnant Women

Urinalysis testing is provided by the DSHS contracted vendor.

iv. Low-income Eligible Patients

If UA testing on these patients is done by a laboratory other than the DSHS contracted vendor, the subcontractor shall use the testing standards identified on the County Minimum Urinalysis Testing Requirements document found accessing the Provider page of the DSHS Website: http://www.dshs.wa.gov/bhsia/fact-sheets-bhsia-programs

(b) Screens and UA Testing Standards and Protocols for Low-income Eligible Patients

The County shall ensure the following standards and protocols are used as minimum requirements when contracting for urinalysis testing services with testing laboratories:

i. Certification

The testing facility must maintain current laboratory certifications with the Department of Health and Human Services (HHS) and one of the following:

(A) Substance Abuse and Mental Health Services Administration (SAMHSA)

(B) Other national laboratory certification body

ii. Screening Tests

(A) Screening tests shall meet all forensic standards for certified laboratories.

(B) The use of "Instant Test Kits" is allowed only as a screen and requires laboratory confirmation of positive test results.

iii. Confirmation Testing

(A) Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Tandem Mass Spectroscopy must automatically confirm all positive screens, with the exception of methadone. For individuals on methadone, an immunoassay-screening reagent that detects EDDP (methadone) may be utilized.

(B) Confirmation testing is not required on negative tests. If a client requests confirmation of a negative test, it shall be done at the client's expense.

iv. Chain of Custody and Tampering

The laboratory shall provide a secure chain of custody for handling and processing of specimens. The laboratory's procedures shall be acceptable by a court of law.

v. Specimen Retention

(A) Laboratories shall retain samples in a frozen condition, for those samples that tested positive, for a period of not less than six (6) months after the test results are sent to the provider.

(B) All specimens subject to any court action shall be retained in a frozen condition until such time as the matter is disposed of by the court.

vi. Test Result Reporting

(A) Initial results may be communicated by fax, carrier delivery, and mail or electronically downloaded. Results communicated other than with the original report must be confirmed by mailing the originals to the subcontractor where the specimen originated, upon request.

(B) Negative results will be communicated to the subcontractor where the specimen originated within twenty-four hours from receipt of specimens at the laboratory.

(C) Positive results will be communicated to the subcontractor where the specimen originated within seventy-two (72) hours receipt of specimens at the laboratory.

vii. Forms and Supplies

The laboratory shall supply order forms, and all other necessary supplies for sample collection and transportation, which are unique to the services provided.

(c) Alcohol Testing

Alcohol testing should be part of the drug testing panel only when the donor is suspect by odor or overt behavior.

(3) Tuberculosis Services (CFR 45 96.121, 96.127, WAC 388-877 & 388-877B)

(a) The County shall ensure all programs that receive SAPT block grant funds shall provide tuberculosis services whether directly or through arrangements with other entities.

(b) Tuberculosis services include but are not limited to:

i. Counseling the individual with respect to tuberculosis

ii. Screening to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate referral for treatment of the individual

iii. Providing treatment for or referring the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment

(4) Employee Education about False Claims Recovery

If the County makes or receives payments under Title-XIX (Medicaid) of at least $5,000,000 annually the County shall:

(a) Establish written policies for all employees and subcontractors that provide detailed information about the False Claims Act established in section 1902(a)(68)(A) of the Social Security Act

(b) Include detailed information about the County's policies and procedures for detecting and preventing waste, fraud, and abuse

(c) Include a specific discussion of the laws described in the written policies in the County's employee handbook, if there is one. The discussion shall emphasize the right of employees to be protected as whistleblowers and include a specific discussion of the County's policies

and procedures for detecting and preventing fraud, waste, and abuse

w. Specific Eligibility and/or Funding Requirements for Criminal Justice Services.

(1) Criminal Justice Treatment Account (CJTA) (RCW 70.96A, RCW 70.96A.055: Drug Courts, RCW2.28.170; Drug Courts) and Drug Court funding.

(2) The County shall provide alcohol and drug treatment and treatment support services per Chapter 70.96A RCW: Treatment for alcoholism, intoxication, and substance use disorder to the following eligible offenders:

(a) Adults with an substance use disorder problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges

(b) Substance use disorder treatment services and treatment support services to adult or juvenile offenders within a drug court program as defined in RCW 70.96A.055: Drug courts and RCW 2.28.170: Drug courts

(3) A County receiving funds identified in Exhibit B, A&R, as from CJTA, State Drug Court funds and County participation shall provide services to eligible criminal offenders and others in accordance with the Criminal Justice section of their Strategic Plan.

(a) Service Rates

The County shall not bill DSHS at rates that exceed the prevailing County rates for outpatient services or state rates for residential services.

(b) CJTA Funding Guidelines

i. No more than ten percent of the total CJTA funds for County administration.

ii. No more than ten percent of the CJTA funds for administrative and overhead costs associated with the operation of a drug court.

iii. No more than ten percent of the total CJTA funds for the following support services combined:

(A) Transportation

(B) Child Care Services

iv. At a minimum thirty percent of the CJTA funds for special projects that meet any or all of the following conditions:

(A) An acknowledged best practice (or treatment strategy) that can be documented in published research, or

(B) An approach utilizing either traditional or best practice approaches to treat significant underserved population(s).

(C) A regional project conducted in partnership with at least one other County.

(c) Allowable/Unallowable Services

The County may provide any of the following services:

i. Title-XIX Set Aside

ii. Community Outreach, Intervention, and Referral services. Restriction: Although Alcohol/Drug Information School is a component of Community Outreach, Intervention, and Referral Services, CJTA funds cannot be used to purchase Alcohol/Drug Information School services.

iii. Interim Services

iv. Crisis Services

v. Detoxification Services

vi. Outpatient Treatment, (adult and youth)

vii. Opiate Substitution Treatment

viii. Case Management, (adult and youth)

ix. Residential Treatment Services

(A) Intensive Inpatient

(B) Long Term Care

(C) Recovery House

(D) Parenting and Pregnant Women's Services including Residential Services and Therapeutic Childcare

(E) Youth Intensive Inpatient Level 1

(F) Youth Intensive Inpatient Level 2

(G) Youth Recovery House

(H) Youth Acute Detoxification

(I) Youth Sub-acute Detoxification

(J) Involuntary Commitment

x. Screens and UA tests are limited to no more than eight (8) tests per month for each patient.

(d) Criminal Justice Treatment Account Special Projects Report

The County shall submit a progress report to DSHS Contact that summarizes the status of the County's innovative project and includes the following required information.

i. Type of project (acknowledge best practice/treatment strategy, significant underserved population(s), or regional)

ii. Current Status:

(A) Describe the project and how it is consistent with your strategic plan.

(B) Describe how the project has enhanced treatment services for offenders.

(C) Indicate the number of offenders who were served using innovative funds.

(D) Indicate the cost of service per participant.

iii. Goals and Objectives:

(A) Detail the original goals and objectives of the project.

(B) Document how the goals and objectives were achieved.

(C) If any goals or objectives were not achieved indicate any changes in the project that will allow for the goals and objectives to be met.

iv. Evaluation Strategy:

(A) What is the treatment retention and completion rate for offenders being treated with innovative funds?

(B) Are these rates the same, better, or worse than other offenders?

(C) What is the recidivism rate for offenders being treated with innovative funds?

(D) Is this rate the same, better, or worse than other offenders?

x. Driving Under the Influence (DUI) Repeat Offender Services

(1) The County shall provide court ordered substance use disorder assessment and treatment services for low-income or Medicaid eligible "repeat DUI offenders." Eligible individuals, defined as "repeat DUI offenders", must meet the following conditions:

(a) Have a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence).

(b) Have at least one prior offense under RCW 46.61.5055 (14)(a).

(2) The County may provide any of the following treatment services for adults and youth:

(a) Community Intervention and Referral

(b) Interim Services

(c) Outreach

(d) Crisis Services

(e) Withdrawal Management Services

(f) Involuntary Commitment

(g) Outpatient Treatment

(h) Opiate Substitution Treatment

(i) Case Management

(j) Assessment

(k) Screens and UA tests limited to no more than eight (8) tests per month for each repeat DUI offender.

(l) Expanded Assessment

(m) Residential Treatment Services:

i. Intensive Inpatient

ii. Long Term Care

iii. Recovery House

iv. Parenting and Pregnant Women's Services including Residential Services and Therapeutic Childcare

v. Youth Intensive Inpatient Level 1

vi. Youth Intensive Inpatient Level 2

vii. Youth Recovery House

viii. Youth Acute Withdrawal Management

ix. Youth Sub-acute Withdrawal Management

(3) TARGET Requirements. The County shall require subcontractors to document "repeat DUI Offender" services in TARGET using the following codes:

(a) Contract Type – Criminal Justice

(b) State Special projects – the County shall use one of the following:

i. CJ – DUI Court - to be used in those cases where the client is enrolled in a state-recognized DUI Court.

ii. CJ – Non-DUI Court - to be used in those cases where the client is not enrolled in a state-recognized DUI Court.

(4) The County shall maintain documentation in the client's file of the following:

(a) That both the previous and current offense occurred within ten years of the arrest for the

current offense; and

(b) The order by a court that the client participates in substance use disorder assessment and treatment services for low-income or Medicaid eligible clients.

y. Substance Use Disorder Treatment Provider Worksheet.

(1) Certification

The County shall ensure agencies, including all branch facilities receiving a subcontract are certified by DSHS to provide the services they are to deliver.

(2) Treatment Provider Worksheet (TPW)

(a) A signed TPW shall be provided to the DSHS Contact.

(b) The County shall notify the appropriate DSHS Contact if the County adds or terminates a subcontract with any agency or branch facility, by submitting a revised Treatment Provider Worksheet to the appropriate DSHS Contact within five (5) business days of the change. The revised TPW shall include:

i. The name of the agency or branch facility whose subcontract has been added or terminated.

ii. The date the subcontract was added or the "as of" date of termination.

If the subcontract was terminated, the effective date of the termination of the subcontract.

z. Admission Priority Populations

(1) The County shall ensure treatment admissions to all Medicaid eligible individuals as a service priority.

(2) Treatment admissions shall be prioritized as follows, per the Substance Abuse Prevention and Treatment (SAPT) Block Grant (45 CFR 96.131 and 42 USC 300x-27):

(a) Pregnant injecting drug users

(b) Pregnant substance abusers

(c) Injecting drug users

9. Transition of Services.

The following requirements are established to ensure the transition of the responsibility to pay for and coordinate services to a Behavior Health Organization (BHO), Managed Care Organization (MCO) or other entity, as mandated by Second Substitute Senate Bill 6312, on the Implementation Date (currently April 1, 2016, or as subsequently revised).

a. For all DSHS Clients receiving services under this Contract, the Contractor shall cooperate with DSHS and the BHO, MCO or other entity, by participating in the following activities:

(1) Identify all who are expected to be engaged in treatment on April 1, 2016.

(2) Execute an agreement with the BHO, MCO or other entity that ensures protection of the Clients' confidential and Protected Health Information compliant with HIPAA and CFR 42 Part 2.

(3) For each transitioning client, and with client's written consent and proper release in accordance with CFR 42 Part 2, Subpart C, 2.31 "Form of Written Consent", provide current treatment information including:

(4) What services are being provided,

(5) Planned treatment end date,

(6) Services provider information,

(7) Treatment location, and

(8) Administrative records.

(9) Participate in the development of individual Client transition plans.

(10) Other activities as requested by DSHS.

b. DSHS is responsible for payment for all services delivered up to but not including the Implementation Date.

10. TARGET2000 Requirements.

a. Access and Security Requirements

A TARGET User ID is assigned to an individual employee and not to the Agency as a whole; therefore the Contractor shall ensure:

(1) At least one trained primary and one trained backup data operator must have a User ID from the secure Access Washington (SAW) system.

(2) Procedures are implemented to ensure that there is no sharing of User IDs, pass phrases or TARGET logon information and that new employees requiring access do not make use of User IDs issued to others.

(3) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.

(4) The TARGET Helpdesk (888-461-8898)

(5) The Contractor shall ensure:

(a) The Helpdesk is notified within three (3) business days regarding a staff member who holds a User ID for access to TARGET who resigns or is terminated.

(b) The Helpdesk is notified when new staff needs access to TARGET data so an ID can be created.

(c) Relevant Contractor staff has access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.

(6) The Contractor may enter into a qualified Service Agreement with another organization to meet TARGET Program Agreement reporting requirements and shall ensure section a. (1)-(4) above are included in the Service Agreement.

(7) The instructions for new users are available through the DBHR website or through the TARGET Helpdesk.

b. Data Protection

The Contractor shall:

(1) Not share TARGET user ID's or passwords between staff members or other workers.

(2) Ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Program Agreement period.

(3) Take due care to protect said data from unauthorized physical and electronic access.

c. Data Disposition

The data provided to DSHS shall be maintained in a secure fashion until such time as the Department determines that it should be destroyed.

d. Requirements for Patient and Client Treatment Encounter DATA

Documentation of non-compliance with any reporting requirements may result in corrective actions towards the Contractor or the withholding of funds.

The Contractor shall:

(1) Enter the date of first contact is input to TARGET within 3 days.

(2) Ensure the client service data is entered into TARGET within 7 days of date of service.

(3) Enter all information into TARGET on or before the 10th day of the month after the month in which service was provided.

(4) Ensure all reporting requirements are met.

(5) Enter full and complete patient and client information including but not limited to Interim Waiting List Services, Assessment Services and Treatment Services, is entered into TARGET.

(6) Provide special TARGET-based reports to the DSHS RA as requested

(7) Prior to the implementation of a new program of service, the Contractor and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.

(8) To ensure on-time payment of submitted invoices, all target data must be input no later than the 10th of the month after the month in which service was provided.

(9) Verification of TARGET data input will be made prior to payment.

11. Consideration.

a. Maximum Consideration

The maximum consideration for this Contract is identified in Exhibit B, Awards & Revenues.

b. For Services to Pregnant and Parenting Women, SAPT may be used as payment of last resort.

c. Fiscal Year Allocation and Exceptions

With the exception of funding provided by CJTA, the use of funds is limited to the fiscal year for which it is allocated. CJTA is a biennial allocation.

d. Reimbursement Rates

DSHS reimbursement shall be based upon the Service Rate Plan (SRP), this shall be provided by DBHR to the County and may be updated on a periodic basis. Any changes made to the SRP by DBHR will not be provided by an amendment, but via email, or letter.

(1) The total amount of reimbursement, including reimbursement for administration costs, shall not exceed the Maximum Contract Amount identified in Exhibit B, Awards & Revenues.

(2) The total amount of reimbursement for each Award shall not exceed the itemized Awards in Exhibit B, Awards & Revenues.

e. County Participation Match Requirement:

The County shall provide County participation match, to share in the cost of services under this Contract, in accordance with the following requirements:

(1) In accordance with RCW 70.96A.047 the County shall provide a cost share match for all services according to the formulas as shown below. This match requirement is in addition to any Title-XIX Medicaid Match requirements.

(2) Non-Criminal Justice Match Requirement – The County shall provide a ten percent participation match of all DSHS provided non-criminal justice awards. The formula for this match is the total of all non-criminal justice awards divided by 0.9 times 0.1. Using this formula, the match requirement for $100,000 would be $11,111.

(3) Criminal Justice Match Requirement – the County shall provide a local participation match of all DSHS provided criminal justice awards using the following formulas:

(a) A dollar-for-dollar participation match for services to patients who are receiving services under the supervision of a drug court

(b) A ten percent participation match (as formulated in non-criminal justice, see f. 2. above) for services to patients who are not under the supervision of a drug court but against whom a prosecuting attorney in Washington State has filed charge

(4) Local Cost Sharing Agreement: The County shall submit a completed Local Cost Sharing Agreement, along with the June monthly A-19 Invoice Voucher, to the DSHS Contact annually.

f. Award Adjustment Request

With regard to all services:

(1) DSHS reserves the right to reduce the treatment funds awarded in this Contract if the County's expenditures for treatment services/activities fall below 85% of expected levels during any fiscal year quarter.

(2) If DSHS decides to exercise the right to reduce treatment funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

12. Billing and Payment for the Statement of Work.

a. Invoice System

The County shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Contact, by the Contractor, not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in the Consideration section above, of this Contract.

b. DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the County for any services or activities, performed prior to the effective date of this Contract, which shall include the mutually agreed upon County's SRP which shall be attached as an exhibit to the Contract.

(1) Billing for Allowable Costs and Documented Costs

The County shall ensure all expenditures for services and activities under this Contract are:

(a) Expended for allowable costs, which are in accordance with the Fiscal/Program Requirements.

(b) Documented in TARGET at the time the billing is submitted. This applies to billings for:

i. Medicaid eligible services

ii. Low-income services

iii. Out-stationed staff

iv. Any other billings submitted on the A-19 invoice appropriate for TARGET entry

(c) All documentation including reports must be submitted with the billing documents.

c. Claims for Payment

(1) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within ninety (90) days of the date services were provided.

(2) The County shall submit final billing for services provided during contract period within 90 days.

d. Billing for Medicaid-eligible Patients

(1) Medicaid billing process shall be used for all Medicaid-eligible patients.

(2) Services to Medicaid patients shall be billed directly through the Medicaid billing process. Billing instructions for Medicaid can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

e. Billing for Non-Medicaid Patients

The County shall send a properly completed A-19 invoice voucher and supporting documentation for services provided to non-Medicaid patients to the appropriate DSHS Contact for review, approval and forwarding to the ADSA accounting office.

f. Administration Expenditure Limits

(1) The County may bill for Administration Costs based on 1/12 of the amount designated for County State GIA Administration in Exhibit B, Awards and Revenues, on a monthly basis through the A-19 process.

(2) In the event money is removed from this Contract by written amendment, to maximize services in other areas of the state, the monthly billing for Administration Costs shall be adjusted accordingly based on the amount of eligible funds remaining.

(3) CJTA and Drug Court awarded in this contract are limited to the following conditions regarding administration:

(a) No more than 10% of the CJTA and no more than 10% of the Drug Court award is spent on Fiscal/Program Requirements Line Item 566.11 for County Administration.

(b) No more than 10% of the CJTA and no more than 10% of the Drug Court award is spent on Fiscal/Program Requirements Line Item 566.11 for Drug Court Administration.

g. Timely Payment by DSHS

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Contact of the properly completed invoices. Payment shall be sent to the address designated by the County on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the County for services rendered if County fails to satisfactorily comply with any term or condition of this Contract.

h. Final Bill

The final bill for services provided under this Contract shall be submitted no later than ninety (90) days after the Contract end date.

i. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the County or a subcontractor fails to maintain its reporting obligations under this Contract, DSHS reserves the right to withhold reimbursements to the County until the obligations are met.

(2) Recovery of Costs Claimed in Error:

If the County claims and DSHS reimburses for expenditures under this Contract which DSHS later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, DSHS shall recover those costs and the County shall fully cooperate with the recovery.

(3) Stop Placement:

DSHS may stop the placement of clients in a treatment facility immediately upon finding that the County or a subcontractor is not in substantial compliance, as determined by DSHS, with provisions of any WAC related to chemical dependency treatment or Contract. The treatment facility will be notified by DSHS of this decision in writing.

(4) Additional Remuneration Prohibited:

The County shall not charge or accept additional fees from any patient, relative, or any other person, for services provided under this Contract other than those specifically authorized by DSHS. The County shall require its subcontractors to adhere to this requirement. In the event the County or subcontractor charges or accepts prohibited fees, DSHS shall have the right to assert a claim against the County or subcontractors on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

j. Advance Payment and Billing Limitations.

(1) Advance Payment

DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

(2) Authorized Services

DSHS shall pay the County only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

(3) Timely Billing

DSHS shall not pay any claims for payment for services submitted more than ninety (90) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

(a) Exception to 90-day billing limitation

The County may submit a bill for services beyond the 90-day limitation:

i. When additional funds are added to <u>or funds are decreased from</u> the Contract by written amendment, those services previously provided shall be entered in TARGET as "County Community Services".

ii. When a billing submitted to the Medicaid payment system is denied due to ineligibility, the County may submit a billing for the denied service using an A-19 invoice. The County shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

(b) Multiple Payments for the Same Claim/Duplication

i. The County assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other contract or agreement with the Contractor.

ii. The County shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the County, if the County has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

iii. The County may use CJTA funds to reimburse providers for individual's co-payment or deductible fees provided the client meets the following criteria:

(A) Are CJTA eligible under RCW 70.96a.350.

(B) Have an income level less than 220% of the federal poverty level.

(C) Is not Medicaid eligible.

iv. The county shall maintain documentation of CJTA co-payments and deductibles according to guidelines developed by DBHR

(c) Medicaid Rules and Limitations

The County shall adhere to the following Medicaid rules and limitations and shall ensure its subcontractors adhere to these rules as appropriate:

i. Designate Medicaid State Match, from state-funded awards that shall be allocated and identified on a DBHR-provided form.

ii. Ensure that their designated Medicaid State Match is sufficient to cover the County's expenditures for covered Medicaid chemical dependency treatment services during the Contract's period of performance.

iii. Ensure covered Medicaid chemical dependency treatment services for Medicaid-eligible patients are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.

iv. Ensure that all subcontractors that serve Medicaid-eligible patients maintain a Core Provider Agreement with the Health Care Authority (HCA).

v. Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility, and shall require its subcontractors to adhere to the County's policies and procedures.

vi. Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.

vii. The County shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system, and shall require its subcontractors to do the same.

viii. With the exception of (x.) below, Title-XIX (Medicaid) eligible patients are not charged any fees for any reason including, but not limited to appointments for:

(A) Screening

(B) Brief risk intervention therapy

(C) Interim services

(D) Assessments

(E) Individual sessions

(F) Group sessions

ix. Title-XIX (Medicaid) eligible patients, who are not diagnosed as having a substance use disorder but who receive substance abuse services titled Alcohol and other Drug Information School (ADIS), may be charged for ADIS because they are not Medicaid billable services.

(d) Awards

The County shall acknowledge and ensure the following limitations on Awards and Revenue:

i. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

ii. The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.

13. Miscellaneous Items.

a. Complete Fiscal Attestation form and submit to Contract Manager or designee.

b. Update Contractor Intake form within 30 days of County changes and submit to Contract Manager or designee for processing.

c. Provide DUNs number and Zip Code + 4 for County.

d. The DUNs number is 942515065.

e. Zip Code + 4 is 98586-0026.

14. Applicable Exhibits.

The following table lists the included exhibits in the Contract and the Counties to which they apply.

Exhibit	Title of Exhibit	Applicable to the Following

Special Terms and Conditions

		Counties
Exhibit A	Data Security Requirements	All Counties
Exhibit B	Awards and Revenue (A&R)	All Counties
Exhibit C	Program Standard and Guidelines Chemical Dependency Assessment and Treatment Services for Children's Administration Clients	Clark, King, Pierce, Snohomish, Spokane, and Yakima
Exhibit D	Program Standard and Guidelines Hepatitis and AIDS Substance Abuse Program Adult Group Care Enhancement	King and Kitsap
Exhibit E	Parent Child Assistance Program (PCAP)	Grant
Exhibit F	Programs Standards and Guidelines Therapeutic Childcare/Development Daycare	King
Exhibit G	Program Standard and Guidelines Youth Group Care Enhancement	King and Kitsap
Exhibit H	State Drug Court	Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston/Mason

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

   a. **Hard disk drives**. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition**. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Special Terms and Conditions

Exhibit B

Awards & Revenues (A&R)

This individualized document will be a separate attachment and is incorporated by reference.

AWARD AND REVENUES
2015-2017 Biennium

COUNTY Pacific
CONTRACT NUMBER 1563-43868

FY16 Funds are for Services Provided From 7.1.15 to 3.31.16 - 9 Months

The above named County(ies), is hereby awarded the following amounts for the purposes listed.

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS SFY 16	Biennial Funds	Total FY16
333.99.59	SABG Treatment	$23,665		$23,665
334.04.6X	State Grant-in-Aid	$123,718		$123,718
	State GIA Administration	*$12,816*		*$12,816*
334.04.6X	Criminal Justice Treatment Account (Biennial)		$30,744	$30,744
	State Drug Court		*$0*	*$0*
	STATE - SPECIAL PROJECTS			
334.04.6X	TANF Treatment Services	$4,922		*$4,922*
Total Federal Funds		$23,665		$23,665
Total State Funds		$128,640	$30,744	$159,384
TOTAL ALL AWARDS		$152,305	$30,744	$183,049

Federal CFDA:
SABG -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

Criminal Justice Treatment Account
Criminal Justice Treatment Account (CJTA) funds are awarded to counties on a biennial basis.
No more than 10% of the CJTA/State Drug Court award may be spent on BARS 566.11 for County Only Admininistration
No more than 10% of the CJTA/State Drug Court Award award may be spent on BARS 566.11 for Drug Court Administration

All Funds are for 9 Months of FY16-Contracts for these services will be with BHOs as of 4.1.16
County participation match programs include State Grant-in-Aid, Federal SABG, and CJTA.