



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 \_\_\_\_\_

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

BOCC ACTION:     APPROVED                       DENIED

Agenda Item #: \_\_\_\_\_

Initial: \_\_\_\_\_                      Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_                      TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:     Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE:	Health + Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE:	Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:		DATE: 12-12-13
NARRATIVE OF REQUEST		
<p>Requesting approval and signature of amendment #10 to agreement #1163-27318 with DSHS- Division of Behavioral Health and Recovery. This amendment adjust budget amounts for substance abuse treatment and prevention services, modifies the service rate agreement for treatment services, and replaces the contract statement of work in its entirety, mostly due to changes related to the affordable care act that will go into effect January 1st. Please contact me at ex 2648 with any questions. Thank you!</p>		
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)		

Name of Contractor: \_\_\_\_\_

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
 \_\_\_\_\_

Contract/Agreement/Grant/Amendment #:

Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)

Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe): \_\_\_\_\_

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
 \*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")  
 Please attach the following:  
 - Copy of Intergovernmental Agreement with other agency  
 - Confirmation that vendor agrees to participation  
 - Documentation that contract was awarded in compliance with bidding law  
 - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):  
 \_\_\_\_\_

TOTAL COST/AMOUNT (include sales & use tax): \_\_\_\_\_ TOTAL TAX: \_\_\_\_\_

TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH: \_\_\_\_\_

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS: \_\_\_\_\_

**BOCC / RISK MANAGEMENT / LEGAL REVIEW**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Legal Contracting Authority/Entity

OK Comments/Changes

Business License/Professional License/Debarment

OK Comments/Changes

*(Please indicate appropriate ID#)*

TIN#:

UBI#:

SS#:

Background Check(s)

OK Comments/Changes

Risk Transfer - Indemnity and Insurance

OK Comments/Changes

Fund/Budget Authorization

OK Comments/Changes

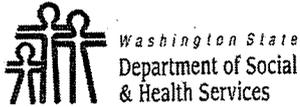
EEOC/WMBE Requirements and/or Wage Determination

ADA

OK Comments/Changes

POSTED ON WEB

NOTES/COMMENTS



## COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number

1163-27318

Amendment No.

10

Administration or Division  
Agreement Number

County Agreement Number

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

DSHS ADMINISTRATION  
Behavioral Health and Service  
Integration

DSHS DIVISION  
Division of Behavioral  
Health and Recovery

DSHS INDEX NUMBER  
1231

CCS CONTRACT CODE  
1231

DSHS CONTACT NAME AND TITLE  
Tiffany Villines

DSHS CONTACT ADDRESS  
4500 10th Avenue SE  
  
Lacey, WA 98503

DSHS CONTACT TELEPHONE  
(360) 725-3726

DSHS CONTACT FAX  
(360) 586-0341

DSHS CONTACT E-MAIL  
tiffany.villines@dshs.wa.gov

COUNTY NAME  
Pacific County

COUNTY ADDRESS  
1216 West Robert Bush Drive  
Post Office Box 26  
South Bend, WA 98586-

COUNTY FEDERAL EMPLOYER IDENTIFICATION  
NUMBER

COUNTY CONTACT NAME  
  
Katie Oien-Lindstrom

COUNTY CONTACT TELEPHONE  
(360) 875-9343

COUNTY CONTACT FAX  
(360) 875-9323

COUNTY CONTACT E-MAIL  
koien@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM  
AGREEMENT?  
No

CFDA NUMBERS  
93.959

AMENDMENT START DATE  
01/01/2014

PROGRAM AGREEMENT END DATE  
06/30/2015

PRIOR MAXIMUM PROGRAM AGREEMENT  
AMOUNT  
\$1,038,990.00

AMOUNT OF INCREASE OR DECREASE  
\$401,441.00

TOTAL MAXIMUM PROGRAM AGREEMENT  
AMOUNT  
\$1,440,431.00

REASON FOR AMENDMENT;  
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

**EXHIBITS.** When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify): Exhibits A through I

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

DBHR Contracts



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This Amendment supersedes the previous Contract Special Terms and Conditions (as amended) in its entirety. The purpose of this Amendment is to clarify the content going forward through re-ordering the sections, to add new requirements, to delete some requirements (such as ADATSA and Disability Lifeline which are now taken care of through Medicaid/Apple Health) and to clean up inaccuracies. All Exhibits have been renumbered due to the addition of Exhibit A – Data Security. The effective date of the Amendment is January 1, 2014.

All language is applicable to each County/Contractor unless noted below or as identified in specific sections within the Amendment.

**Section 8. Prevention Statement of Work does not apply to the following:**

Beacon of Hope	Skamania County
Kittitas County	Stevens/Ferry County
Palouse River Counseling	Yakima County

**Section 9. Treatment Statement of Work does not apply to the following:**

Jefferson County	Skamania County (Skamania Sherriff's Office)
Kittitas CCPHS Network	Tekoa School District
Republic School District	Mt. Adams School District
	Sunnyside School District

**Section 10. Additional Services applies only to the identified County for the specific Exhibit(s):**

<b>County/Contractor</b>	<b>Exhibit(s):</b>	<b>County/Contractor</b>	<b>Exhibit(s):</b>
Clark County	D	Pierce County	D, E
Grant County	F	Snohomish County	D
King County	D, E, G, H	Spokane County	D, E
Kitsap County	H	Mt. Adams SD	I

**Exhibit C. Service Rate Plan does not apply to the following:**

Jefferson County	Republic School District
Kittitas CCPHS Network	Sunnyside School District
Mt. Adams School District	Tekoa School District

**1. Definitions.**

- a. "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.
- b. "Awards and Revenues" or "A&R" details the County's Awards and Revenues attached as Exhibit B
- c. "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.
- d. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.
- e. "BHSIA" means the Behavioral Health and Service Integration Administration.
- f. "Boilerplate Language" means the standard contract language, including General and Special terms, which will be common to all subcontracts issued by the County for provision of the services required by this Contract.
- g. "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.
- h. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- i. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County and approved by DSHS.
  - j. "Contract Manager" means the DSHS contact identified on page one of this Contract.
  - k. "County Community Services" means the state, SAPT and grant funding allocated to the County by the state and is a term used in TARGET.
  - l. "County Coordinator" means the person designated by the legislative authority of a County to carry out administrative and oversight responsibilities of the County chemical dependency and prevention programs.
  - m. "Criminal Justice Treatment Account Funds" means a state revenue source appropriated for drug and alcohol treatment and support services for offenders.
  - n. "Data" means information that is disclosed or exchanged as described by this Contract.

- o. "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.
- p. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- q. "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.
- r. "Drug Court Funds" means funds appropriated for drug and alcohol treatment and support services for offenders within a Drug Court Program.
- s. "DSHS Contact" means the DSHS Contact staff identified on page one of this Contract.
- t. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified in Exhibit B, A&R.
- u. "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>
- v. "GAIN-SS" means the Global Assessment of Individual Needs – Short Screener tool for conducting the integrated comprehensive screening for coordinating chemical dependency and mental health issues. The GAIN-SS is completed by the patient and interpreted by a CDP or CDP trainee under CDP supervision.
- w. "Integrated Screen and Assessment" means a CDP or CDP trainee under CDP supervision conducts a face-to-face meeting with the patient to determine the patient's involvement with alcohol and/or other drugs and indications of a co-occurring disorder.
- x. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g., TANF, SSI) or medical assistance program (Categorically Needy, Medically Needy, Medical Care Services). They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.
- y. "Interim Services" means services offered to an eligible patient denied admission to treatment due to a lack of capacity.
- z. "Intravenous Drug User" (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.

- aa. "Low-Income Patient" means that individual whose gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines as eligible for low-income services. These individuals are eligible to receive services partially supported by County Community Services.
- bb. "Media materials and publications" means:
- (1) News Release: A brief written announcement your agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
  - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
  - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the County's contacts with reporters.
  - (4) Donated Media: Also known as public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors. Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube and similar sites.
- cc. "Medicaid State Match" means those funds allocated and identified in the County's 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.
- dd. "Opiate Substitution Treatment Services" (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.
- ee. "Patient" means individuals who are actively receiving assessment or treatment services.
- ff. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- gg. "P-I-T-A" means Prevention, Intervention, Treatment and Aftercare.
- hh. "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).

- ii. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business on the fifteenth (15th) of each month for prevention activities provided during the previous month.
- jj. "Prevention System Manager" (PSM) means the designee assigned by the DSHS Contact to manage day to day responsibilities associated with this Contract.
- kk. "Resource Development" means Expenditure types allowable through the Substance Abuse Prevention and Treatment (SAPT) Block Grant that can be billed with SAPT treatment under FISCAL/PROGRAM REQUIREMENTS 99 beginning January 1, 2014, 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.
- ll. "Revenues" or "County Participation Match" means the County's cost share of this Contract, as identified in the Awards and Revenues Exhibit.
- mm. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the County and states the negotiated reimbursement rate for the service and applies to treatment services only.
- nn. "TARGET" 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 chemical dependency treatment services in Washington State, as well as data on other general services provided.
- oo. "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 7<sup>th</sup> calendar day after the date of service.
- pp. "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.

qq. "Waiting List" means a list of persons 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.

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

ss. "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 for your use. Links may break or become inactive if a website is reorganized; DSHS is not responsible for links that do not respond as expected.

These 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://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c=ecfr&tpl=/ecfrbrowse/Title21/21cfrv4\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c=ecfr&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl)

b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr2\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr2_main_02.tpl)

Part 8 Certification of Opioid Treatment Programs

[http://www.access.gpo.gov/nara/cfr/waisidx\\_08/42cfr8\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/42cfr8_08.html)

c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rgn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12>

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/](http://www.whitehouse.gov/omb/circulars_default/) (scroll just over halfway down the page)

e. Washington Administrative Code, Department of Social and Health Services (WAC) 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 Professions 18.130, 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 Amendment is for the County to provide chemical dependency prevention, treatment and support services as specified on page 3, generally in an outpatient setting, 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 & 388-877B.

**4. Service Availability.**

The County shall budget funds awarded under this Contract that are allocated for prevention, assessment and treatment services in such a manner to ensure availability of such services throughout the entire term of this Contract. If necessary, the County shall limit access to services and make use of waiting lists for this purpose.

**5. Requirements.**

a. Background Checks (RCW 43.43, WAC 388-877 & 388-877B)

The County shall ensure a criminal background check is conducted for 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 ethnic minorities.
- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and 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 or prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- (2) Continuing Education for Youth Counselors

When working with youth, the County shall require that Chemical Dependency Professionals (CDPs) who are working with the youth outpatient treatment population dedicate 10 of the 40 required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

d. Single Source Funding

The County shall ensure:

- (1) Subcontractors understand that Single Source funding means that a subcontractor can use only one source of funds at any given time.
- (2) All treatment services provided to an individual patient during any one 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 to fund the treatment services provided to an individual patient.

e. Audit Requirements.

- (1) County A-133 Audit

(2) The County shall submit a copy of the A-133 audit performed by the State Auditor to the DSHS Contact identified on page one of the Contract within 90 days of receipt by the County of the completed audit.

(3) 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 subrecipient monitoring in compliance with federal requirements.

f. Federal Block Grant Funding Requirements.

The County shall comply with the following:

(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 prevention and 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 prevention and treatment 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

The County shall:

- (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).

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

The SAPT Block Grant requires annual peer reviews by individuals with expertise in the field of drug abuse treatment, of at least five percent of treatment providers. 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

g. Other Requirements.

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

The County shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships by addressing at least one substance abuse system issue or a collaborative effort mutually identified by the County and a respective system regarding such as the examples below:

- (a) Treatment issues or efforts, examples of such systems are criminal justice, corrections, juvenile rehabilitation, mental health, child protection and welfare, adult protection and welfare, and primary health care plans
- (b) Prevention issues or efforts, examples of such systems are education, juvenile justice, and other publicly-funded entities promoting substance abuse prevention

(2) Report Forms – Treatment Only

The County shall ensure use of the DBHR provided report forms which can be found on the Provider page at:

<http://www.dshs.wa.gov/DBHR/daprovider.shtml#dbhr>

**6. Subcontracting.**

a. Subcontract Language

- (1) The County shall include in its boilerplate language all requirements and conditions in this Contract that the County is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:
  - (a) Identification of funding sources (see Section 5. g. (2) Federal Block Grant Funding Requirements above)
  - (b) How eligibility will be determined
  - (c) That subcontracts shall be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements.
  - (d) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County
  - (e) What actions the County will take in the event of a termination of a subcontractor to ensure all treatment data on services provided have been entered into TARGET; and all prevention data on activities be entered into the PBPS.
  - (f) How service applicants and recipients will be informed of their right to a grievance in the case of:
    - i. Denial or termination of service
    - ii. Failure to act upon a request for services with reasonable promptness
  - (g) Audit requirements - OMB Circular A-133 audit requirements if applicable to the subcontractor
  - (h) Authorizing facility inspection
  - (i) Background Checks
  - (j) Conflict of interest
  - (k) Debarment and suspension certification
  - (l) Indemnification

- (m) Nondiscrimination in employment
- (n) Nondiscrimination in patient services
- (o) Performance Based Contracts
- (p) Providing data
- (q) Records and reports
- (r) Requirements outlined in the Data Sharing provision in the Contract
- (s) Services provided in accordance with law and rule and regulation
- (t) TARGET and PBPS data input and reconciliation
- (u) Treatment of assets
- (v) Unallowable use of federal funds

(2) DSHS reserves the right to inspect any subcontract document.

b. Subcontract approvals

The County shall obtain prior approval before entering into any subcontracting arrangement. In addition, the County shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:

- (1) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
- (2) Copy of the County's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
- (3) Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

c. 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.

d. Subcontractor Monitoring – **Treatment Only.**

(1) On-Site Monitoring

The County shall conduct a subcontractor review which shall include at least

one on-site visit during the biennium 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.

e. Subcontractor Monitoring – **Prevention Only**

The County shall ensure:

(1) On-Site Monitoring

Subcontractor monitoring, using a DSHS approved subcontract monitoring protocol, including annual on-site reviews of programs that directly serve children and/or families 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) PBPS Monitoring

The County shall ensure that subcontractors have entered all services and participant information funded under this Contract in PBPS.

(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.

**7. Strategic Plan.**

a. Guidelines for County Six Year Strategic Planning 2014-2020

The County Strategic Planning Guidelines is a document created to assist with the development of a six year plan that spans July 1, 2014 through June 30, 2020 and addresses the Prevention -Intervention- Treatment- Aftercare (P-I-T-A) continuum of

services.

(1) Plan is Due: July 1, 2014

(2) Guidelines on process:

- (a) Networking and community assessment
- (b) Mobilize and/or build capacity to address needs
- (c) Develop comprehensive strategic plan
- (d) Implementation
- (e) Evaluation

(3) Authorities:

RCW 70.96A.320 (3) - the County legislative authority shall submit a plan that meets the following conditions:

- (a) Describes the services and activities to be provided;
- (b) Anticipated expenditures and revenues;
- (c) Plan must be prepared by the County CD board and adopted by the County legislative authority;
- (d) Reflect maximum effective use of existing services and programs, and;
- (e) Meet other conditions as defined by DSHS.

b. Block Grant requirements

County shall provide responses to the following Block Grant requirements:

- (1) Needs assessment (45 CFR 96.133, 45 CFR96.122, and 42 USC 300x.29).
  - (a) Include copies of any other demographic reports used for the responses.
  - (b) What change, if any, does the data indicate since the last reporting period?
  - (c) How have the needs of the populations identified or other demographic report been met?
  - (d) What have been challenges and successes in meeting the needs?
  - (e) What strategies have been used to improve existing programs, create new programs, or actions taken to remove barriers?
- (2) Provide specialized services for pregnant women and women with dependent children (42 USC 300x-22(b)(1)(C) and 45 CFR 96.124(c)(e)).

- (a) Describe treatment services within the count that are designed for pregnant women and women with dependent children.
  - (b) Describe how the County ensures subcontractors make available prenatal care and child care.
- (3) Provide continuing education for treatment and prevention staff (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- (a) Describe efforts made to ensure that training is made available to treatment and prevention staff.
  - (b) Describe what the County has done to ensure that subcontractors provide opportunities for staff to attend trainings.
- (4) Coordinate prevention activities and treatment services with other appropriate services. (42 USC 300x-29(c) and 45 CFR 96.132(c))
- (a) Describe what activities or initiatives have been implemented to coordinate services.
  - (b) Provide details on work groups, task forces, or councils that have been developed to establish better coordination. What were the outcomes? What challenges have there been?
  - (c) Have there been activities to raise public awareness in communities?
- (5) Additional Requirements:
- (a) Strategies for monitoring the increased capacity need for Medicaid services.
  - (b) Details on how counties will meet Medicaid expansion including how the determination will be made to increase capacity and the subsequent processes.
  - (c) Address how counties will incorporate Systems of Care principles
  - (d) What steps will counties take to help support EBP's within their community.
  - (e) Details on how counties will support care coordination and linkages to primary health care.
  - (f) Identify Recovery Support Services and resources.
- (6) CJTA:
- (a) Requirements Specific to the Criminal Justice Section
- A narrative describing how funds from the Criminal Justice Treatment Account (CJTA) allocation will be expended, to include:

- i. Estimated number of offenders with an addiction problem against whom charges are filed by a prosecuting attorney in Washington State
- ii. Estimated numbers of persons with a substance abuse problem that, if not treated would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State
- iii. Estimated number of nonviolent offenders for a drug court program
- iv. Role of the County's judicial system in delivery of PITA services
- v. Residential service needs for offenders

(b) A narrative describing how funds from the Innovated Grant portion of the CJTA allocation will be expended to include:

Selection of one or more of the following types of projects:

- i. Innovation Project: An approach that contains either traditional/cultural treatment methods, or elements of a Best Practice to treat an underserved population(s) of offenders.
- ii. Best Practice Project: A treatment strategy that has been documented as a Best Practice in published research. See the following website to assist in identifying Best Practices: Evidence Based Practices for Treating Substance Use Disorders - Home page.
- iii. Regional Project: A project in which a minimum of two (2) counties combine funding to provide treatment services to offenders.

(c) A narrative of the type of project(s) chosen (see above) that includes:

- i. A description of the project and how it will enhance treatment services
- ii. Reason for choosing either a drug court or non-drug court project
- iii. Number of persons that will receive services
- iv. Measurable goals and objectives

(7) Prevention:

The Counties must follow the strategic plan guidelines as set forth in the DBHR Community Coalition Guide for each Community Prevention and Wellness Initiative (CPWI) community. If funding permits County to provide community based coordination (CBC) services in addition to meeting CPWI requirements, (i.e. contractors with CPWI communities that each have at least \$110,000 per community of DBHR funding budgeted for CPWI implementation annually) and services will be provided at the County level the County must include plans for CBC prevention services in their County strategic plan. Narrative should include:

- (a) Goals, objectives, and strategies/activities for CBC
- (b) Explanation for how CBC strategies and activities connects to overall County strategic plan including the assessment
- (c) Explanation of how it supports furthering work of CPWI
- (d) The CBC goals and objectives must be entered into PBPS and approved prior to implementation

**8. Prevention Statement of Work.**

The County 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. The County shall use prevention funds to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, tobacco, marijuana, and other drugs. Prevention programs and services include, but are not limited to:

- (1) Community Prevention and Wellness Initiative. <http://www.theathenaforum.org/>

The County shall:

- (a) Provide CPWI services in accordance with the Key Objectives and Community Coalition Guide found on the Athena Forum website which outlines the minimal standards to participate in the CPWI.
- (b) Submit an annual budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Prevention System Manager within 30 days upon request. A template will be provided.
- (c) Ensure all programs are submitted and approved in PBPS prior to implementation.

Enter approved programs into the PBPS by July 31, 2013 based on the priorities, goals and objectives described in the approved Strategic Plan. Cohort 3 approved programs include the CPWI Coalition and may include other programs as negotiated with BHA or designee.

- (d) Ensure sixty percent (unless negotiated with BHA or designee) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the PBPS.
- (e) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, found on the Athena Forum Website.

- (2) Coordination of Prevention Services

If funding permits the County to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least \$110,000 per community of DSHS funding budgeted for CPWI implementation, annually) services may be provided at the County level. Services shall reflect work of the County staff coordinating, organizing, building capacity, providing education and information related to prevention initiatives at the County level.

(3) Prevention Training

(a) The County shall participate in all required training events identified by DSHS and listed in the DBHR Community Coalition Guide.

(b) Non-Required Training in CPWI

- i. In the absence of a strategic plan and for trainings not identified in the approved strategic plan, all additional (non-required) training paid for by DSHS shall be approved by BHA or designee prior to training and meet the approved goals and objectives in PBPS.
- ii. The County shall ensure any requests for training are requested in writing and sent directly to the PSM, a minimum of ten working days before the date of the proposed training. Trainings shall relate to one of the following four categories:
  - (A) Coalition building and community organization.
  - (B) Capacity building regarding prevention theory and practice.
  - (C) Capacity building for evidence based practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.
  - (D) Capacity building in high need communities that meets overall goals and objectives of CPWI in order to expand CPWI efforts may be approved by BHA or designee upon request.
- iii. The County shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines accessible at <http://www.ofm.wa.gov/policy/10.90.htm>.
- iv. The County shall bill for training events on an A-19 per Fiscal/Program Requirements code 22.7 and record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 8. c. (1) (d) Prevention only / Due Dates.

b. Media Materials and Publications

- (1) Media Materials and Publications developed with DSHS funds shall be submitted to the PSM for approval prior to publication (DSHS will respond within

5 working days). DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS/BHSIA logo may also be used in place of the above citation.

Exceptions: The County does not need to submit the following items to PSM:

- (a) Newsletters and fact sheets
- (b) News coverage resulting from interviews with reporters including online news coverage
- (c) Newspaper editorials or letters to the editor
- (d) Posts on Facebook, YouTube, Tumblr, Twitter and other social media sites
- (e) When a statewide media message developed by DBHR is localized
- (f) When the current SAMHSA-sponsored media campaign is localized (As of August 2013, this is the "Talk They Hear You" campaign) <http://www.samhsa.gov/underagedrinking>).
- (g) The County is still encouraged to submit copies of these items to PSM.

c. Prevention Reporting Requirements

(1) Prevention Activity Data Reports

The County shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.
- (b) Ensure demographic information is provided for each participant in single events, mentoring, environmental and recurring programs.
- (c) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.
- (d) Complete Prevention Reports according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
One-time Reports	Programs approved by DBHR for Biennium ending June 30, 2015	Prior to implementation of program.	PBPS
	GPRA measures	As requested	
Monthly	<ul style="list-style-type: none"> <li>• Prevention activity data input for all active</li> </ul>	15 <sup>th</sup> of each month for	PBPS

	<p>services including coalition efforts, services, participant information, pre-tests, post-tests, and assessments.</p> <ul style="list-style-type: none"> <li>• Training Report</li> <li>• Community-Based Coordination (if applicable)</li> </ul>	activities from the previous month	
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d. Outcome Measures

- (1) The County shall report on all required pre/post-tests in PBPS Program Selection Instruments identified in the PBPS.
- (2) Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include, but are not limited to, the following:
  - (a) The County may negotiate with the Prevention System Manager to reduce multiple administrations of surveys to individual participants.
  - (b) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.
  - (c) Recurring programs that spend less than \$1,000 of DSHS prevention funds each biennium.
  - (d) Programs that only provide single service events.
  - (e) Environmental/Media services.

e. Performance Work Statement / Evaluation

- (1) The County shall ensure program results show positive outcomes for at least half of the participants in each program group.
  - (a) Positive outcomes means that at least half of the participants in a group report change between pre and post-tests consistent with the positive outcome goal.
  - (b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).
  - (c) Survey results will be compared against the stated outcome for the program.

(d) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

(2) DSHS shall use the following protocol for evaluation:

(a) Matched pre-test and post-test pairs will be used in the analysis.

(b) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.

(c) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

Example: there are 10 pre-tests and 7 post-tests. The denominator would be 8 and the maximum numerator would be 7.

(3) Different groups receiving the same program will be clustered by school district.

(a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

(b) The results of one provider in a given school district will not impact another provider in the same district.

(4) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.

(5) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.

If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:

(a) The County shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the DSHS Contact or designee within 45 days of notice by DSHS.

(b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the DSHS Contact or their designee.

(c) If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

i. In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.

ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be

allowed to complete the expected number of sessions. No new groups will be started.

iii. Following the conclusion of all groups completing the program, results will be reviewed for those groups.

iv. If the results do not show positive change for each group, the County shall take the following action:

(A) In cases where the program is being delivered by a single provider in the specified geography, the County shall discontinue implementation of that program in the specified geography.

(B) In cases where the program is being delivered by multiple providers in the specified geography, the County shall discontinue implementation of that program by the underperforming provider in the specified geography.

(6) A non-compliant program that resulted in the need for a Performance Improvement Plan during July 1, 2013 to December 31, 2013 will carry that record forward into the January 2014 to June 30, 2015 contract period.

(7) Monitoring

The County shall:

(a) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

(b) Develop and submit a protocol for monitoring subcontractors.

(c) Conduct an on-site visit of prevention subcontractors.

f. Consideration:

Maximum consideration payable to County for satisfactory performance of the work under the Prevention Statement of Work is identified on the Awards and Revenue document attached as Exhibit B, including any and all expenses, and shall be based on the following:

(1) The source of funds is the federal Substance Abuse Prevention and Treatment (SAPT) Block Grant. The Catalog of Federal Domestic Assistance number is 93.959.

(2) Reimbursable Costs

The County shall ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for PBPS entry.

(3) Funding Allocation

The County shall manage the contract to ensure that services are provided in a manner that allocates the available resources over the period of the Contract which DSHS provides funding.

(4) Administrative Cost Limitations

Contract funds shall not be used for administrative costs.

(5) Period of Performance Service Costs

The County shall ensure that service costs incurred are within the period of performance of this Contract.

(6) Fiscal Year Allocation and Exceptions

With the exception of funding provided for prevention services by SAPT block grant, the use of funds is limited to the fiscal year for which it is allocated. SAPT block grant prevention allocation is a biennial allocation.

(7) Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Services administration the County must:

- (a) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other private or public entities.
- (b) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.
- (c) Submit a letter of request to the DSHS contact identifying the:
  - i. Amount of prevention administration funding requested, up to 10% of the total prevention allocation.
  - ii. Date the local sales tax was adopted, if applicable.
  - iii. Amount and source of hard dollar match funds.
  - iv. Description of prevention services to be implemented with match funds.
  - v. Proposed start date of the prevention administration (30 days advance notice required).
  - vi. Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.
- (d) The DSHS Contact will reply, in writing, to the prevention administration request within 30 days of receipt of the request.

(8) Award Adjustment Request

With regard to all services:

- (a) DSHS reserves the right to reduce the Prevention funds awarded in this Contract if the County fails to provide the Prevention services/activities as stated in the Performance Based Prevention System (PBPS).
- (b) If DSHS decides to exercise the right to reduce treatment or prevention 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.

g. Billing and Payment for the Prevention Statement of Work.

(1) 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 stated on page one (1) of this contract, 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 Section 8. f. Consideration above, of this Contract.

(2) Billing for CSAP

The County shall ensure expenditures for each of the CSAP strategies are reported monthly as part of the A-19 invoice. Training shall be reported in "Other" category.

(3) DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the County for any services or activities, performed prior to having a fully executed copy of this Contract.

(4) Claims for Payment

The County shall:

- (a) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within 90 days of the date services were provided.
- (b) The County shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

h. 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 Person 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.

i. Fiscal Year-end Billing

The County shall ensure that final billing for services provided under this Contract shall occur no more than 90 days after the end of each fiscal year of this Contract.

j. 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.

k. 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.

(a) 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.

(b) Exception to 90-day billing limitation

The County may submit a bill for services beyond the 90-day limitation when additional funds are added to or funds are decreased from the Contract by written amendment, those services previously provided shall be entered in PBPS.

(c) 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.

(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.

**9. Treatment Statement of Work.**

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

The County shall ensure outpatient chemical dependency services are provided to eligible patients according to the requirements identified in WAC.

b. OTHER treatment

(1) Access to Services

The County shall ensure that treatment services to eligible persons are not denied to any person regardless of:

- (a) The person's drug(s) of choice.
- (b) The fact that a patient is taking medically-prescribed medications.
- (c) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (d) Washington State resident's County of residence. The County shall, subject to available 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. The directory for these hospital-based detoxification programs for pregnant women is located in Appendix F in the DBHR Directory of Certified Chemical Dependency Programs in Washington State. Appendix F is located at <http://www.dshs.wa.gov/dbhr/dadirectory.shtml/gov/dbhr/dadirectory/APPNDXF.pdf>.

d. Waiting Lists Requirements

All publicly funded agencies shall:

- (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 either directly, or through arrangements through other entities, make tuberculosis services available to each individual receiving chemical dependency 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://www.dshs.wa.gov/pdf/dbhr/certforms/TB-TAGuidelines.pdf>

(b) Follow the Tuberculosis Infection Control Program Model Policies for Chemical Dependency 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) The County shall ensure that 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.

(2) Low-income

The County and its subcontractors are authorized to and shall determine financial eligibility for patients.

Charging Fee Requirements – Low-income Patients

(a) 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 ensure DSHS is not charged for Fee Requirements for low-income patients.

(b) 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/>.

(c) For patients who are already receiving services who did not qualify for low-income services under the former eligibility requirement, but do qualify under

the new eligibility requirement, the County shall convert those patients to low-income treatment services.

- (d) The County shall ensure sliding fee schedules are used in determining the fees for low-income eligible services.
- (e) The County shall ensure that persons who have a gross monthly income (adjusted for family size) that does not exceed the 220% of the Federal Poverty Guidelines are eligible to receive services partially supported by funds included in this Contract.
- (f) The County shall charge fees 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.
- (g) If a County's subcontractor determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived by the subcontractor.
- (h) 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.
  - i. Indigent patients are exempt from this fee requirement.
  - ii. Interim Services are exempted from this fee requirement.

g. Screening and Assessment

RCW 70.96C.010 Integrated, comprehensive screening and assessment process for chemical dependency and mental disorders.

The County shall ensure:

- (1) The GAIN-SS screening tool is used for conducting the integrated comprehensive screen on all new patients and ensure the GAIN-SS scores are documented in TARGET. Additional information can be found by accessing the Contractor and Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/daprovider.shtml#dbhr>.
- (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) Subcontractors receive training on the GAIN-SS process.

- (5) The maximum number of DBHR-funded assessments provided to each client, within a one (1) year period, is two (2).

h. Detoxification Services

- (1) The County may provide detoxification services to those patients qualifying for those services.
- (2) The County shall ensure that detoxification facilities have a protocol established on how they will serve methadone patients who need detoxification from other substances.

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

(1) Service Eligibility

The County shall ensure:

- (a) Services are provided to youth ages 10 through 17.
- (b) The age at which a youth may self-refer for treatment without parental consent (age of consent) is 13 years of age.
- (c) Patients under age 10 may be served with the approval of DSHS.
- (d) Young adult patients, age 18 through 20 who, based on developmental needs, may be more appropriately served in a youth outpatient treatment setting. The case file shall contain documentation supporting the clinical decision.
- (e) Youth patients who, based on developmental needs, may be more appropriately served in an adult outpatient treatment setting. The case files shall contain documentation supporting the clinical decision.

(2) Youth Family Support Services

- (a) The County shall ensure that 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).

Services to family members of persons admitted to treatment and costs incurred to provide supervised recreational activities in conjunction with a chemical dependency outpatient program. Family Services shall be coded as family support services and Supervised Therapeutic Recreation shall be coded as group therapy.

- ii. 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.

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

(3) Title-XIX funding for youth in treatment

The County shall ensure:

- (a) Treatment services provided to youth are 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 is documented within the patient case file.

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

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.

(5) Assessment Services

The County shall ensure that each youth receives a multi-dimensional assessment per Chapter 388-877 & 388-877B WAC: Requirements for chemical dependency assessments.

(6) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded chemical dependency treatment services the County shall ensure:

- (a) Youth outpatient services include treatment appropriate for substance abuse disorder in addition to treatment for substance dependency.
- (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.

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

Guiding Principles for Youth Services

- (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 abuse, 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)

The County shall ensure:

- (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

(d) The County may provide outreach by:

- i. Utilizing one subcontractor who works in close collaboration with all of the County's subcontractors providing treatment to IVDUs.
- ii. Requiring each IVDU treatment subcontractor to provide outreach services.

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

(a) Comprehensive chemical dependency 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

The County shall ensure:

(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) Chemical Dependency 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)

The County shall ensure:

- (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 abuse 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

The County shall ensure:

- (a) Assessment and treatment services are provided within 90 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

The County shall ensure:

- (a) Assessment and treatment services are delivered no later than 90 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 quarter.

(1) Youth

- (a) Effective July 1, 2013, if the County's baseline is in good standing at or above the statewide average of 65% for 90-day retention, the County shall maintain good standing.

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

- (b) Effective July 1, 2013, if the County's baseline for 90-day retention performance is lower than the statewide average, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

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, 2013, if the County is in good standing at or above the statewide average of 62% for 90-day retention, the County shall maintain good standing.

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

- (b) Effective July 1, 2013, if the County's baseline for 90-day retention performance is lower than the statewide average, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

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

n. Performance Goals Results/Actions for a County falling below the statewide average

If performance outcome falls below the statewide average 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 average

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

Beginning January 1, 2014, DSHS will begin to calculate the statewide baseline measurement of capacity (the percentage of persons getting into treatment within 14 days of first contact) using TARGET data for calendar year 2014. In addition DSHS will calculate each County's individual baseline percentage for calendar year 2014.

In January, 2015 DSHS will notify the County of the statewide baseline percentage and its individual baseline percentage for that period.

For example, in January 2015, the statewide baseline is calculated to be X% and this percentage will be considered 100% capacity. The County's calculated baseline is Y%.

- (1) If Y% is greater than or equal to X%, then the goal is to maintain and/or increase the current Y%, but not fall below X%.
- (2) If Y% is less than X%, then the County shall increase their percentage by a minimum of 5% of Y%, or achieve X%, whichever improvement percentage is less.
  - (a) In the event that Y% is less than X%, DSHS will provide technical assistance in an effort to increase capacity.
  - (b) If Y is not increased by 5%, or the County has not achieved the statewide baseline percentage within six (6) months, the County shall submit a Corrective Action Plan within 30 days of notice from DSHS outlining their Performance Measures actions to increase the percentage.

Note: Data derived from this section will be used as the baseline in contracts issued after June 30, 2015 that include Capacity Management. Future contracts will link performance to payment.

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 & 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/DBHR/>.

(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 Juvenile Rehabilitation Administration (JJRA) supervision; youth served under the CDDA program are not under JJRA 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.

The County shall ensure:

- (a) Childcare and prenatal services are provided or arrangements for provision of these services are made for patients receiving chemical dependency 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) Childcare provided at a treatment facility site shall be licensed or certified by the Department of Early Learning (DEL) in accordance with WAC 170-295.
- (e) 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

The County shall ensure:

- 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/DBHR/>.

(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 County 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, 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, RCW 2.28.170; 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 drug addiction (formerly uniform alcoholism and intoxication treatment) to the following eligible offenders:
  - (a) Adults with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges
  - (b) Alcohol and drug 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

The County shall use:

- 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 Annual Report

The County shall submit an annual progress report to the appropriate 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) For the time period January 1, 2014 through June 30, 2014, the County shall provide court ordered chemical dependency 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:

(2) 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),

(3) Have at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within ten years of the arrest for the current offense, and

(4) Is ordered by a court to participate in chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders.

(5) The County shall:

(a) Prioritize the use of the DUI funds as the first source for reimbursement of services to the DUI repeat offenders.

(b) Use no more than ten percent of the total DUI funds for County administration.

(c) Use no more than ten percent of the total DUI funds for the combined cost of the following support services:

i. Transportation

ii. Child Care Services

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

- (a) Interim Services
- (b) Crisis Services
- (c) Detoxification Services
- (d) Outpatient Treatment,
- (e) Opiate Substitution Treatment
- (f) Case Management
- (g) Screens and UA tests limited to no more than eight (8) tests per month for each repeat DUI offender.
- (h) 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 Detoxification
  - ix. Youth Sub-acute Detoxification
  - x. Involuntary Commitment

(7) 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.

(8) The County shall bill for DUI Repeat Offender Services on a monthly basis on an invoice provided by DBHR. DUI Repeat Offender Services shall be billed separately from the other services outlined in this Contract.

(9) 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 participate in participate in chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders.

y. Incentive Project.

DSHS has received a grant from Brandeis University to participate in an incentive awards project to improve performance in "treatment engagement" for Outpatient and Intensive Outpatient treatment agencies (including qualified subcontractors) and detox facilities. The project will run from October 1, 2013 through March 31, 2015.

(1) Brandeis University will randomize the list of qualifying agencies and place each agency into one of three or one of four categories ("arms").

(2) Because of the small number of detox facilities, they will be randomized into one of the following three:

(a) Control group

(b) Incentives only

(c) Alerts Only

(3) Outpatient agencies will be randomized into one of the following:

(a) Control group

(b) Incentives only

(c) Alerts Only

(d) Incentives and Alerts

(4) Funding for incentive award payments is provided by DSHS.

(a) These funds are pooled and not reflected in Exhibit B, Awards and Revenues.

- (b) The earned incentive award payments shall be passed through to the subcontracted providers or directly to the agency providing services that are identified by DSHS as a quarterly awardee.
  - (c) The County is authorized to take up to an 8% administrative fee for each award and therefore may receive additional funding over and above that identified on the A&R.
- (5) By September 30, 2013 DSHS will kick off the start of the program with information and a Webinar opportunity about:
- (a) The randomization process
  - (b) The requirements for identification as a qualifying agency
  - (c) The award formula which identifies those who have earned an award based on a calculation using a combination of:
    - i. Achievement points
    - ii. Improvement points
- (6) DSHS will notify you in writing and/or by e-mail of the status of your subcontractors as to:
- (a) Which have qualified to participate in the project
  - (b) Into which each of the categories in a. above it has been placed after the randomization
  - (c) If any of your providers have achieved an incentive award payment and the amount awarded
  - (d) Provide a separate A-19 for billing purposes that will cover only the incentive payments.
- (7) The County shall:
- (a) Familiarize itself with the incentive program and be prepared to answer basic questions from subcontractors about the project.
  - (b) Forward the information provided to the County in section (6) (b)-(c). above to all qualified subcontractors.
  - (c) Within 10 days of receiving the awardee list from DSHS, notify each awardee agency in writing and/or by electronic means that they have achieved an incentive award and to expect to receive it within the quarter following the quarter in which the reward was achieved.
  - (d) Send the separate A-19 for the project to Eric Larson at [Eric.Larson@dshs.wa.gov](mailto:Eric.Larson@dshs.wa.gov) or designee who will review and forward valid A-19s for payment.

z. Chemical Dependency 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) The County shall ensure the TPW is signed and received by 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 identified on page 1 of the Contract 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.

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

aa. Admission Priority Populations

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

(2) The County shall ensure treatment admissions are prioritized in the order 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

bb. TARGET Requirements.

(1) Access and Security Requirements

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

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

- (b) 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.
- (c) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.
- (d) The TARGET Helpdesk (888-461-8898) shall be contacted in the following situations:
  - i. When a staff member who holds a User ID for access to TARGET resigns or is terminated, the Helpdesk shall be notified within three (3) business days.
  - ii. The Helpdesk is notified when new staff needs access to TARGET data so an ID can be created.
  - iii. Relevant County staff has access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.
- (e) The County 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.
- (f) The instructions for new users are available through the DBHR website or through the TARGET Helpdesk.

(2) Data Protection

The County shall:

- (a) Not share TARGET user ID's or passwords between staff members or other workers.
- (b) Ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Program Agreement period.
- (c) Take due care to protect said data from unauthorized physical and electronic access.

(3) 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.

(4) Requirements for Patient and Client Treatment Encounter DATA

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

The County shall:

- (a) Enter the date of first contact into TARGET at least every seven (7) days.
- (b) Work towards entering all information into TARGET by the end of the 7<sup>th</sup> calendar day after the date of service.
- (c) Ensure all reporting requirements are met.
- (d) 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.
- (e) Provide special TARGET-based reports to the DSHS Contract Manager as requested.
- (f) Prior to the implementation of a new program of service, the County and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.
- (g) To ensure on-time payment of submitted invoices
  - Work towards all TARGET input data by the end of the 7<sup>th</sup> calendar day after the date of service.
- (h) Verification of TARGET data input will be made prior to payment.

cc. Consideration.

(1) Maximum Consideration

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

(2) For Services to Pregnant and Parenting Women, SAPT may only be used as payment of last resort.

(3) 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.

(4) Reimbursement Rates

DSHS shall reimburse the County based upon Exhibit C, Service Rate Plan.

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

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

(5) Period of Performance Service Costs

The County shall ensure that service costs incurred are within the period of performance of this Contract.

(6) Allocating Medicaid Match

- (a) The County shall allocate state funds in a manner that will provide adequate Medicaid State Match, as described in Section II. (2) (d) i.-iv. Medicaid Rules and Limitations.
- (b) The County and DSHS acknowledge that the amount identified on the SRP as the Medicaid Set-aside is an estimate which will require periodic review based on the flow of patient eligibility categories; the County and DSHS shall work together when updating the amount of set-aside.

(7) 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:

- (a) 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.
- (b) 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.
- (c) Criminal Justice Match Requirement – the County shall provide a local participation match of all DSHS provided criminal justice awards using the following formulas:
  - i. A dollar-for-dollar participation match for services to patients who are receiving services under the supervision of a drug court
  - ii. 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
- (d) 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.

(8) Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Services administration the County must:

- (a) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other private or public entities.
- (b) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.
- (c) Submit a letter of request to the DSHS contact identifying the:
  - i. Amount of prevention administration funding requested, up to 10% of the total prevention allocation.
  - ii. Date the local sales tax was adopted, if applicable.
  - iii. Amount and source of hard dollar match funds.
  - iv. Description of prevention services to be implemented with match funds.
  - v. Proposed start date of the prevention administration (30 days advance notice required).
  - vi. Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.
- (d) The DSHS Contact will reply, in writing, to the prevention administration request within 30 days of receipt of the request.

(9) Award Adjustment Request

With regard to all services:

- (a) 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.
- (b) If DSHS decides to exercise the right to reduce treatment or prevention 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.

dd. Billing and Payment for the Treatment Statement of Work.

(1) 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 stated on page one (1) of this contract, 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 Section 8. i. Consideration above, of this Contract.

(2) 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.

(a) Billing for Allowable Costs and Documented Costs

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

- i. Expended for allowable costs, which are in accordance with the Fiscal/Program Requirements.
- ii. Documented in TARGET at the time the billing is submitted. This applies to billings for:
  - (A) Medicaid eligible services
  - (B) Low-income services
  - (C) Out-stationed staff
  - (D) Any other billings submitted on the A-19 invoice appropriate for TARGET entry
- iii. All documentation including reports must be submitted with the billing documents.

(3) Claims for Payment

The County shall:

- (a) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within 90 days of the date services were provided.
- (b) The County shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

ee. Billing for Medicaid-eligible Patients

- (1) The County shall ensure the Medicaid billing process is 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/>.

ff. 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 identified on page 1 of the Contract for review, approval and forwarding to the ADSA accounting office.

gg. 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) The County shall ensure that 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.

hh. 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 Person 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.

ii. Fiscal Year-end Billing

The County shall ensure that final billing for services provided under this Contract shall occur no more than 90 days after the end of each fiscal year of this Contract.

jj. 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.

kk. 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.

(a) 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.

(b) 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 or funds are decreased from 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.

(c) 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.

(d) 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. Increase Medicaid State Match funds in the event the original amount of designated Medicaid State Match funds is less than the amount required to meet the covered Medicaid chemical dependency treatment service expenditures, and send revised SRP for approval to the DSHS Contact.
- iv. 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.
- v. Ensure that all subcontractors that serve Medicaid-eligible patients maintain a Core Provider Agreement with the Health Care Authority (HCA).
- vi. 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.

- vii. Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.
- viii. 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.
- ix. 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
- x. Title-XIX (Medicaid) eligible patients, who are not diagnosed as chemically dependent 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.

(e) 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.

**10. Additional Services.**

If County or Contractor is listed as having additional services on Page 3, these services are found in the Exhibit(s) below.

## 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:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives,	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

portable hard disks) excluding optical discs	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](mailto: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 subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

**Exhibit B**

**Awards & Revenues (A&R)**

**This individualized document will be sent as an attachment to e-mail and is incorporated by reference to the specifically identified contract for which it is meant.**

**Exhibit C**

**Service Rates Plan (SRP)**

**This individualized document will be sent as an attachment to e-mail and is incorporated by reference to the specifically identified contract for which it is meant.**

**Organizations only providing Prevention Services will not receive an SRP.**

## Exhibit D

### PROGRAM STANDARD AND GUIDELINES CHEMICAL DEPENDENCY ASSESSMENT AND TREATMENT SERVICES FOR CHILDREN'S ADMINISTRATION CLIENTS (CAR)

The County shall provide funding for chemical dependency assessment, detoxification, treatment, and case management services to clients who are not Medicaid eligible and seeking to remain or reunify with their families. These clients shall be known as "Children's Administration Parents in Reunification" patients and shall have priority access category status.

DSHS shall reimburse the County as identified on Exhibit B, Awards & Revenues.

#### 1. Limitations:

The County may provide any of the following services as described in the Division of Behavioral Health and Recovery (DBHR) Budgeting, Accounting and Reporting System supplement:

- a. Chemical Dependency Assessment
- b. Outpatient Treatment, General
- c. Case Management, General
- d. Chemical Dependency Detoxification
- e. Opiate Substitution Treatment

#### 2. Patient Identification and Referral

The CA social workers are the primary source of referrals for this program. CA social workers will identify clients as "CA Parents in Reunification" on the referral form.

The treatment provider or CA social worker is responsible for notifying the county when a client may need ancillary services, such as transportation and childcare, in order to participate in assessment and treatment.

#### 3. Medicaid Eligibility

The County shall ensure that all clients are screened for Title XIX financial eligibility and referred to the local DSHS Community Services Office (CSO) for Title XIX eligibility determination if the financial screen so warrants. State funding source shall only be the payer of last resort. If the client is eligible for Medicaid, the County shall ensure services are paid through the Medicaid funding source. This funding source is designed to serve CA clients who cannot access other sources of funding.

#### 4. Eligible Providers

All assessment, detoxification, and treatment services provided by these funds must be by DBHR certified treatment providers.

**5. Service Rates**

The rates paid shall not exceed the County negotiated low income rates for services outlined above.

**6. Reporting Requirements**

- a. The County shall comply with the DBHR TARGET data entry and reporting requirements using a specific TARGET state special project code, CA-REUNITE, to identify clients for treatment, interim and ancillary services (support services).
- b. The County shall ensure the treatment provider communicates with the CA social worker regarding the client progress, with appropriate written consent. Communication is expected to include but not be limited to:
  - (1) verification of client attendance at appointments;
  - (2) efforts made to engage the client;
  - (3) treatment recommendations; and
  - (4) client progress and outcomes.
- c. GAIN-SS shall be entered into TARGET by the treatment provider of first access, either the Children's Administration social worker or the treatment provider.

**EXHIBIT E  
PROGRAM STANDARD AND GUIDELINES  
HEPATITIS AND AIDS SUBSTANCE ABUSE PROGRAM  
ADULT CARE ENHANCEMENT**

**1. Consideration:**

In consideration for the Hepatitis and Aids Substance Abuse Program (HASAP) Adult Care Enhancement services provided under this Agreement, the Department of Social and Health Services (DSHS) shall reimburse the County as identified on Exhibit B, Awards & Revenues.

In the event that an FTE is not available for a full month, the Contractor shall pro-rate its billing accordingly.

**2. Purpose:**

The purpose of HASAP Adult Care Enhancement is to provide chemical dependency and intervention services for HIV positive or Hepatitis C positive clients at the host agency and to successfully integrate these services within the host site's overall program model and agency organization. The goals of the program are to deliver chemical dependency treatment and intervention services in the overall treatment culture of each of the following host site facilities/agencies as named in the Payment and Billing clause of this Contract.

**3. Services:**

The Contractor shall:

- a. Outstation a chemical dependency professional to provide Alternative Care Enhancement services at the host site(s). CDP's shall be out-stationed from site other than CD contracted agency. A full-time equivalent staff person (1.0 FTE) shall provide not less than 100 hours per month of direct services or consultation to HIV positive or Hepatitis C positive clients or host agency staff during this contract period. Hours shall be pro-rated when the contract is for less than one FTE. If the Contractor provides less than 85 percent of a quarterly allocation of the contract in any quarter, these funds may be re-negotiated to ensure full utilization.
- b. Establish a Memorandum of Agreement with the host site(s) that shall include the requirement for an annual report/evaluation and quarterly reports that includes input from the host site that includes:
  - (1) The name of host site submitting the annual report;
  - (2) Name and title of the person submitting the report;
  - (3) The date the report was submitted;
  - (4) The name of Contractor;

- (5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work.
- (6) Problems encountered by the host site and the resolutions attempted/accomplished; and
- (7) Requests for information, clarification or technical assistance from the Division of Behavioral Health and Recovery (DBHR)

**4. Scope of Services**

The following services fall within the scope of this contract. Counseling services shall provide a mix of services based on the needs of the host facility, and shall be delivered by the Contractor's staff assigned to work at approved residential or healthcare agencies serving patients.

The County shall:

- a. Provide substance abuse screening education to HIV and/or Hepatitis C case managers and outreach workers staffed at the host agencies.
- b. Network and serve as a referral resource for local needle exchange sites serving intravenous drug-users.
- c. Ensure that professionals assigned as counselors under this contract and their direct supervisors attend bi-monthly Adult Care Enhancement coordinating meetings.
- d. Ensure that HASAP Providers participate in the Rapid HIV Testing Initiative (RHTI) by obtaining the following within one year of contract:
  - (1) Basic fundamentals of HIV/AIDS training, as recognized by the State.
  - (2) State-certification in HIV Counseling, Testing, and Referral Services (CTRS) training program.
  - (3) Fundamentals of Rapid HIV Testing and Prevention Counseling with the OraQuick® Rapid HIV-1 Antibody Test (*provided by SAMHSA or CDC, and respective State required training*).
- e. Ensure that all HASAP Chemical Dependency Professionals or CDP's obtain training and certification in Holistic Health Recovery Program (HHRP) Curriculum.

**5. Treatment Services:** The County shall provide the following:

- a. Individual Treatment:

Individual treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to an eligible client by a chemical dependency professional. Individual treatment of more than 45 minutes is defined as a full visit, and 15 to 45 minutes is a brief visit. Each patient enrolled for services shall be seen no less than once every 20 hours of treatment services.

b. Group Treatment:

Group treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a group of three or more non-related clients and less than twelve clients. The County shall abide by the following requirements when conducting a group session:

- (1) A group session shall be conducted by one or more therapists, one of which must be a HASAP Adult Care Enhancement Chemical Dependency Professional.
- (2) Two staff members are required when there are more than eight patients.
- (3) Family members of clients may attend a group treatment session.
- (4) The group treatment session lasts 50 minutes or more.
- (5) The Contractor must provide group treatment services at least two times per week when possible at the site.
- (6) Individual services may be substituted when group sessions are not possible.

c. Conjoint Treatment:

Conjoint treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a client and one or more of his/her family by one or more therapist. Conjoint treatment session lasts 50 minutes or more as a full visit or 15 to 45 minutes as a brief visit.

d. Assessments/Screens:

Initial chemical dependency screening shall be maintained on current clients and all new placements to assist in determining the need for additional chemical dependency treatment services. Based on the results of the patient chemical dependency screens, individual patient assessments and be completed and maintained on current clients and all new placements identified as needing a full chemical dependency assessment. Intake assessments must meet requirements for chemical dependency assessment as per WAC 388-805-320.

**6. Other Services:**

The County shall:

- a. Develop and implement an on-going staff development plan for all direct service facility staff specific to chemical dependency. This plan is to be updated on an annual basis. The Contractor must maintain documentation of progress toward accomplishment of the staff development plan.
- b. In conjunction with host site staff, develop and carry out ongoing group sessions for patients in residence.
- c. Provide liaison, information and referral, and collaboration with community

substance abuse/chemical dependency agencies and resources. Provide no less than two staff training/education programs per biennium.

- d. Provide consultation and technical assistance to staff in areas related to substance abuse/chemical dependency.
- e. Cooperate with case workers and clinicians on individual and/or family counseling needs as resource staff.
- f. Collaborate with the host site staff in providing information needed to complete progress reporting on clients to the placing agencies. Participate in regular staffing with host facility staff.
- g. Collaborate with host site staff in treatment, transition, and discharge planning for program clients. Provide a written chemical dependency continuing care plan for all patients receiving services prior to discharge.
- h. Provide case management and outreach services as defined below:
  - (1) Case Management - Costs incurred for clients assessed as needing treatment to provide case planning, case consultation and referral services, and other support services for the purpose of engaging and retaining clients in treatment or maintaining clients in treatment. Case management services are services provided by a Chemical Dependency Professional (CDP), CDP Trainee or person under the clinical supervision of a CDP who will assist clients in gaining access to needed medical, social, educations, and other services. Does not include direct treatment services in the sub-element.
  - (2) Outreach Services - Activities funded to provide Community Education, Alcohol and Drug Information School, Community Outreach, Intervention, Referral and Crisis services in the community.
- i. Cooperate with research, data collection, and outcome measurement studies with DSHS.
- j. Submit monthly documentation in the form of TARGET reports with the Invoice Voucher billing showing the following:
  - (1) The number of chemical dependency assessments;
  - (2) The Number of individual sessions;
  - (3) The Number of group sessions; and
  - (4) The Hours of non-treatment support activities.
- k. Complete an annual progress evaluation to include the following elements:
  - (1) Agency submitting Evaluation
  - (2) Report Completed By

- (3) Date Submitted
  - (4) Name of Host Site
  - (5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work
  - (6) Problems encountered by the Contractor and the resolutions attempted or accomplished
  - (7) Describe specific goals, efforts or changes for program planning and operations during the next three months
  - (8) Describe creative and innovative efforts being made by your program to enhance services provided to the clients in your program
  - (9) Requests for information, clarification, or technical assistance from DBHR
- I. Deadline for submitting the annual evaluation to the DBHR Contract Manager within 60 days following the end of state fiscal year.

**7. Interagency Protocol:**

- a. The County shall maintain a written interagency protocol with the host agencies cooperating with the direct service requirements of this contract. The protocol shall cover the following areas of administration and coordination.
- b. The Contractor shall collaborate with the host care agency on the selection and/or hiring of chemical dependency staff that will work at the residential or healthcare agency.

## Exhibit F

### Parent Child Assistance Program (PCAP) – Grant County

1. **Definitions Specific to Exhibit.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. "Advocate" means a paraprofessional case manager working within the Parent Child Assistance Program.
  - b. "Agencies" means any state office or activity of the executive and judicial branches of the state government, including state agencies, departments, offices, divisions, boards, commissions, and educational, correctional, and other types of institutions.
  - c. "Agreement" means this Interlocal Agreement, including all Exhibits and other documents attached or incorporated by reference.
  - d. "Contract Manager" means DSHS contact person stated on page one (1) of this contract, responsible for the day to day management of the contract.
  - e. "Contract Monitor" means the person identified by the Contract Manager that monitors the contract.
  - f. "DBHR" means the DSHS Division of Behavioral Health and Recovery.
  - g. "DSHS" means the Department of Social and Health Services.
  - h. "PCAP" means Parent Child Assistance Program for women who abuse alcohol and/or drugs during pregnancy or postpartum.

2. **Statement of Work.**

The Contractor shall:

- a. Maintain the Parent Child Assistance Program (PCAP) site.
- b. Ensure that the site has a minimum number of slots, as identified in l. below to serve the highest risk women in the Contractor County.
- c. Enroll women who:
  - (1) Abuse alcohol and/or drugs during pregnancy; and
  - (2) Are pregnant or postpartum (priority shall be given to women who are pregnant and up to six months postpartum; referrals shall be accepted up to twelve months postpartum on a space available basis); and
  - (3) Are not successfully or effectively engaged with community service providers.
- d. Alternatively, women may be enrolled who:
  - (1) Have previously had a child diagnosed with Fetal Alcohol Spectrum Disorders;

and

- (2) Are currently abusing alcohol and/or drugs; and
  - (3) Are in childbearing years.
- e. Ensure that each advocate have an active caseload of up to eighteen clients, with a minimum full-time advocates on staff as identified in l. below.
- f. Provide advocacy services to clients and their families that shall include, but are not limited to, the following:
- (1) Identification and prioritization of realistic goals, initiation of necessary steps, and evaluation of progress toward these goals.
  - (2) Support for substance abuse treatment, recovery, and follow-up.
  - (3) Support for utilization of local resources including, but not limited to, family planning, safe housing, health care, domestic violence services, parenting skills, and mental health services.
  - (4) Respond appropriately to client needs in a timely manner.
  - (5) Provision of funds for food, unmet health needs, other necessities, and incentives as needed. The contractor shall only use State funds to pay for this component.
- g. Provide appropriate and timely PCAP supervision at the FTE level, as identified in l. below at each site and ongoing training to advocates to ensure provision of the best advocacy possible, and to safeguard advocates, clients, and their families.
- h. Provide comprehensive training to ensure maintenance of the core components of the PCAP advocacy model and consistency among sites.
- i. Participate in the protection of Human Subjects for clients enrolled in research activities at the PCAP site through the State of Washington Department of Social and Health Services' Human Research Review Section using approved protocols and informed consent procedures, and the Federal Certificate of Confidentiality.
- j. Develop and maintain professional relationships with community providers.
- k. Submit monthly reports to the PCAP State Director at the University of Washington, describing the number of clients enrolled at the site. Submit to the PCAP Director at the University of Washington, quarterly reports (every six months) describing progress at the site, number of referrals, advocate training, community linkages, client characteristics, and client and child outcomes.
- l. Site Requirements
- (1) Each site will provide appropriate supervision. Complaints or concerns by regional partners, DBHR, other PCAP sites or other entities will be referred to the Clinical Supervisor of the appropriate PCAP site or the PCAP State Director

at the University of Washington.

- (2) Each site will have a minimum FTE to support staff in clerical and administrative duties as follows:

Minimum Full Time Advocates	2.0
Supervision FTE	0.3
Staff Support FTE	0.2
Minimum Client Slots	30

- (3) Each site will hire an exit interviewer to conduct interviews with clients who complete PCAP (approximately three years after enrollment). The exit interviewer will be trained by PCAP at the University of Washington according to evaluation protocols. Each exit interview will require approximately five hours (1 hour for scheduling/rescheduling/transportation; 2 hours to conduct the interview; 2 hours to code the interview and enter data in the PCAP web-based system). There is not a minimum FTE requirement. Exit interviewers may be paid on a per exit interview basis. Exit interviewers cannot be an advocate, the site Supervisor, or the same person who did the intake interview. A site Supervisor may administer exit interviews to clients from other PCAP sites.
- (4) Each site (to include program staff and host site staff) will attend PCAP meetings as requested by the PCAP State Director at the University of Washington or the DBHR Contract Manager.

m. CORE COMPONENTS REQUIRED FOR THE PARENT-CHILD ASSISTANCE PROGRAM

This is a three-year home visitation case management model for very high-risk substance abusing women and their children. Caseload recommendation is fifteen to eighteen active client families per advocate.

The Contractor shall ensure that the following Core components of the program are met:

- (1) Clients are not asked to leave the program because of relapse or setbacks.
- (2) To facilitate an effective service plan, advocates develop and coordinate a network of contacts with family, friends, and providers involved in a client's life.
- (3) At least every four months, advocates work with clients to define and evaluate the clients' personal goals and steps towards those goals; advocates coordinate client goals with program goals.
- (4) Advocates link clients with appropriate and available community services.
- (5) Advocates work with both mother and target child regardless of who has custody, and provide advocacy for other family members as needed.
- (6) A minimum of twice-monthly group staffing sessions are required.

(7) A minimum of twice-monthly individual supervision is required. Notes from these sessions shall be submitted monthly to University of Washington PCAP State Director for review.

(8) Supervisors and advocates are required to submit completed evaluation instruments according to PCAP protocol.

**3. Performance Work Statement.**

The Contractor shall provide the services and staff, and otherwise do all things necessary to serve 85% or more of contracted monthly clients as set forth in 2. Statement of Work above.

**4. Consideration.** Total consideration available for PCAP services is based on performance and is identified on Exhibit B, Awards & Revenues.

a. Reaching the 85% goal:

Number of Clients At 85% and Above	Set Rate Per Month if Utilization is 85% and Above
26	\$13,594

b. Failing to reach the 85% goal:

Number of Clients Below 85%	Rate Per Client if Utilization is Below 85% or Less
25	\$453

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

**5. Billing and Payment.**

a. Invoice System. The Contractor 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 Person stated on page one (1)** of this contract 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 Section 5, Consideration, of this Contract.

b. The Contractor shall bill monthly for services under this contract: The invoice shall list:

(1) Month of service; and

- (2) Number of clients served during the billing month; and
  - (3) If serving less than 85% of contracted slots per month, the invoice shall reflect and DSHS shall pay \$453 per client, per month as identified in 4. Consideration above; or
  - (4) If serving 85% clients or more per month, the invoice shall reflect and DSHS shall pay the monthly set rate as identified in the 4. Consideration above.
- c. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
6. **Background Checks.** Revised Code of Washington (RCW) 43.43 and Washington Administrative Code (WAC) 388-805-200(2) require criminal background checks (CBCs) when employing staff members, including volunteers and subcontractors, who have unsupervised access to child, adolescents, vulnerable adults, and persons who have developmental disabilities. All Contractor's staff members; subcontractors, such as treatment staff members, prevention staff members, case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check.
7. **Reporting.** When a participant in Parent Child Assistance Program (PCAP) also participates in the WorkFirst program, the contractor shall:
- a. Coordinate the PCAP and services at the local level with the Community Service Offices and WorkFirst Case Manager.
  - b. When a verification form is provided by WorkFirst program Specialist or Social Worker, the Contractor will return a completed WorkFirst participation Verification Form, DSHS 04-432, or its successor, on the fifth (5th) of every month to the WorkFirst Program Specialist or Social Worker indicating that a TANF participant received services from the Contractor.
8. **Data Security Requirements – See Exhibit A**

## Exhibit G

### PROGRAM STANDARDS AND GUIDELINES THERAPEUTIC CHILDCARE/DEVELOPMENT DAYCARE KING COUNTY

In consideration of maximum funds awarded for Therapeutic Childcare/Development Daycare, as identified on Exhibit B, Awards & Revenues, the county shall ensure childcare is provided that includes ongoing assessment, therapeutic and behavioral interventions and parenting skills training as described below:

The County shall ensure the delivery of services for the protection, care and treatment of children of chemically dependent parents currently participating in substance abuse treatment. Services shall include the following elements:

1. A developmental assessment using recognized, standardized instruments;
2. Play therapy;
3. Behavior modification;
4. Individual counseling;
5. Self-esteem building;
6. Family intervention to modify parenting behavior and/or the child's environment to eliminate/prevent the child's dysfunctional behavior.

The County shall ensure the Contractor provide therapeutic child care services for a minimum of four hours per day per child, including staffing time, five days per week. The Contractor shall maintain a ratio of one staff person for every three children under 25 months, and one staff person for every five children over 24 months.

Families referred from Child Protective Services shall not be admitted under this program for payment.

Priority for placement shall be the child(ren) of pregnant and postpartum women (up to one year post delivery). Infants shall be considered priority admissions. Services shall be provided for children from one month through five years of age. A child may continue to be eligible for funding under this program for the first month following the month in which the child becomes six years of age.

The Contractor shall accept referrals from the county contracted drug/alcohol treatment center where the parent is enrolled. Children may participate in the program for a maximum of 15 months. The contract manager may grant extensions to this time on a case-by-case basis. The child may continue to attend therapeutic childcare for one month in the event the parent prematurely leaves treatment or is terminated by the treatment program.

**CHILD CARE STANDARDS:** The Contractor shall maintain a current state of Washington Child Care Center License for the site at which this program is operated. The program site shall be maintained in a safe, sanitary, attractive manner.

**ASSESSMENTS:** The Contractor shall:

Provide or arrange for an initial health assessment for each child within six weeks of admission or as recommended by the well baby schedule. Document the dates and results of the

assessment in the child's record. Assessments completed within a month prior to the child's admission do not need to be repeated.

Results of the previous assessment must be obtained and placed in the child's record. Health assessments shall be completed by a licensed practitioner of the healing arts. The health care provided shall submit a statement of medical necessity to participate in this program.

Health assessments shall include:

- Medical history; assessment of physical growth and nutrition status; inspection for obvious disabilities; inspection of eyes, ears, nose, throat; visual screening; auditory screening; screening for cardiac abnormalities; screening for anemia; urine screening; assessments of immunization status and updating immunizations; referral to a dentist for children three years old and up;
- Provide or arrange for a standardized developmental assessment for each child within six weeks of admission that includes gross motor, fine motor, social, self-help, and communication/language skills. The assessment shall be administered by an individual trained in the method and use of the instrument;
- Observe parent/child, staff/child/ and peer interactions and record it. An initial observation shall be completed in the child's home. The observations shall note both positive and negative interactions and be used for developmental goal setting for the child and parent;
- Assess each child's physical and emotional status daily using a checklist. Any suspicions of child abuse or neglect shall be documented and reported to DSHS Child Protective Services. The chemical dependency treatment program shall be informed of the referral;
- Complete quarterly reviews and six month reassessments for each child; and
- Consult with the chemical dependency treatment program regarding their goals and objectives for the child and parent while in their treatment. Document this in the flow notes of the case.

**THERAPEUTIC PLANS:** Based on information obtained through initial assessments and observations the Contractor shall:

- Establish goals and objectives for the child's individual development plan while in the childcare program. Document same and develop a time schedule to assess achievement. Share this information with the parent at a scheduled appointment, both verbally and in writing;
- Assist the parent in goal setting for their child's behavior/development while in the program. Document these goals in the case record. Include parent in quarterly case review meetings;
- Assist the parent in goal setting for their interaction with their child(ren). Document these goals in the case record. Document and develop a methodology to assist the parent in assessing the achievement of these goals.

**PARENTING EDUCATION** The Contractor shall:

- Develop and document an initial individualized parenting education plan within fourteen days of admission. The plan shall be developed in conjunction with the parent and the

treatment program and shall include goal setting and assessment for the child's and parent's behavior;

- Develop the plan based on the following options: child care laboratory, formal classroom instruction, group discussion, and formalized staff interaction;
- Implement the plan at an appropriate time.

**HEALTH MAINTENANCE:** The Contractor shall:

- Follow up on any items noted in the initial health assessment that can be accomplished while the child is in treatment;
- Provide onsite health care consultations with a professional health care provided a minimum of once per month. The consultations shall deal with individual children's health care needs and ongoing health practices at the center;
- Monitor and document health issues and refer the child for any needed medical attention.

**TREATMENT PROGRAM INTERACTION:** The Contractor shall:

- Develop plans to establish working relationships with referring chemical dependency treatment programs. At a minimum, the relationship shall include joint staffing and case reviews;
- Include a description of the service expertise in the plan that the Contractor can offer a treatment agency.

**CHILD'S RECORD:** The program shall maintain records on the child(ren) in care. These records shall include, at a minimum, the following:

- Written intake assessment;
- Medical history, including immunization status;
- Initial medical assessments and statement of medical necessity;
- Developmental assessments;
- Individual child development plan;
- Observations of any significant parent/child interactions;
- Evaluation of success of the child development plan;
- Parent Education Plan that includes goals and objectives of parent for child and for parent/child relationship;
- Quarterly case review and six month assessment notes;
- Goals and objectives of chemical dependency treatment program;
- Goals and objectives of Child Protective Services (if involved);
- Authorizations for release of information;
- Outcome of parent conferences/interventions;
- Permission for medical treatment; and
- Exit summary.

The records shall be kept in a place accessible in an emergency.

**REPORTING REQUIREMENTS:**

- The County shall ensure the Contractor participates fully in information systems as specified by DASA.
- The County shall prepare and submit to the department fiscal and expenditure reports as the department may require for determining rates of payment and accounting.
- The County shall submit a biennial quarterly report to the Contract Manager detailing the number of children admitted and discharged, the total number of hours of service provided, the unduplicated count of the number of children served. Address significant changes in funding level of staffing and any requests for technical assistance.
- The Contractor shall notify the chemical dependency treatment provider of the child's parent on a weekly basis of any missed appointments or requests to reschedule appointments, including the child's absence from scheduled service days. If the Contractor has any safety concerns related to missed appointments, the Contractor shall immediately notify the child's assigned DCFS social worker by telephone, and shall follow up with written notification by fax to the DCFS social worker within 24 hours.

**EXIT REVIEW:** The Contractor shall:

Submit a written summary to the chemical dependency treatment program, CPS social worker, and parent within three weeks of the child's exit from the program. The exit summary shall include, but not be limited to, the following:

- The reason for the child's exit from the program;
- The child's developmental, health/medical, emotional, and behavioral progress and status;
- A statement regarding the Contractor's impression of the child's progress;
- Recommendations for continuing plans and referrals needed for the child.

## Exhibit H

### PROGRAM STANDARD AND GUIDELINES YOUTH GROUP CARE ENHANCEMENT

#### 1. Consideration

In consideration for the Youth Group Care Enhancement services provided under this Agreement, the Department of Social and Health Services (DSHS) shall pay the County as identified on Exhibit B, Awards & Revenues

#### 2. Statement of Purpose:

The purpose of the Group Care Enhancement Counselor is to develop and provide chemical dependency/substance abuse services to the host agency and to successfully integrate these services within the host sites overall program model and agency organization. The goals of the program are to deliver chemical dependency treatment and prevention services in the overall treatment culture of each host site facility.

#### 3. The Contractor shall:

- a. Outstation a full-time equivalent staff person (1.0 FTE) Chemical Dependency Professional (CDP) to provide Group Care Enhancement services at the host site(s) as follows:
  - (1) A full-time equivalent staff person (1.0 FTE) shall provide a minimum of 100 hours per month of direct services or consultation to youth or group home staff during this contract period.
  - (2) Hours will be pro-rated when the contract is for less than (1.0 FTE). If the Contractor provides less than 85 percent of a quarterly allocation of this contract in any quarter, the funds may be re-negotiated to ensure full utilization.
- b. Establish a Memorandum of Agreement with the host site that shall include the requirement for an annual report and quarterly reports. The annual report shall be submitted to the Division of Behavioral Health and Recovery (DBHR) Contract Manager no later than July 31<sup>st</sup> of each year, and the Quarterly report shall be submitted according to the schedule set forth in section (4)(k) of this Statement Work. The annual report shall include:
  - (a) The name of the host site submitting the annual report;
  - (b) The name and title of the person completing the report;
  - (c) The date the report is submitted;
  - (d) The name of the Contractor;
  - (e) Summary of activities accomplished by the Contractor as outlined in the Statement of Work;

(f) Problems encountered by the host site and the resolutions attempted or accomplished; and

(g) Requests for information, clarification or technical assistance from DBHR.

**4. Scope of Services:**

The Contractor shall ensure that the CDP provides the following mixed treatment services based on the needs of the host facility:

a. Individual Treatment

Individual treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to an eligible patient by a chemical dependency professional. Individual treatment of more than 45 minutes is considered a full visit, and 15 to 45 minutes is a brief visit. Each patient enrolled in the individual treatment shall be seen once every 20 hours of treatment services.

b. Group Treatment

Group treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a group of three or more non-related patients and less than twelve (12) patients. The contractor shall abide by the following requirements when conducting a group session:

- (1) A group session shall be conducted by one or more therapists, one of which must be a Group Enhancement Chemical Dependency Professional.
- (2) Two staff members are required when there are more than eight (8) patients.
- (3) Family members of patients may attend a group treatment session.
- (4) The group treatment session may last 50 minutes or more.
- (5) The Contractor shall provide group treatment services two (2) times a week at the site.
- (6) Individual services may be substituted when group sessions are not possible.

c. Conjoint Treatment

Conjoint treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a patient and one or more of his or her family by one or more therapist. Conjoint treatment session may last 50 minutes or more as a full visit or 15 to 45 minutes as a brief visit.

d. Assessments/Screens

Initial chemical dependency screening shall be carried out on current patients and all new placements to determine the need for additional chemical dependency treatment services. Based on the results of the patient chemical dependency screens, individual patient assessments shall be completed and maintained on

current patients and all new placements identified as needing a full chemical dependency assessment. Intake assessments must meet requirements for chemical dependency assessment per WAC 388-805-320.

**5. Other Services:**

The Contractor shall:

- a. Develop and implement an on-going staff development plan for all direct service facility staff specific to chemical dependency. This plan is to be updated on an annual basis. The Contractor must maintain documentation of progress toward accomplishment of the staff development plan.
- b. In conjunction with host site staff, develop and carry out on-going group sessions for patients in residence.
- c. Provide liaison, information and referral, and collaboration with community substance abuse and chemical dependency agencies and resources. Provide a minimum of two staff training or education programs per biennium.
- d. Provide consultation and technical assistance to staff in areas related to substance abuse and chemical dependency.
- e. Cooperate with case workers and clinicians on individual and/or family counseling needs as resource staff.
- f. Collaborate with the host site staff in providing information needed to complete progress reporting on patients to the placing agencies. Participate in regular staffing with host facility staff.
- g. Collaborate with host site staff in treatment, transition, and discharge planning for program patients. Provide a written chemical dependency continuing care plan for all patients receiving services prior to discharge.
- h. Cooperate in research, data collection, and outcome measurement studies with DSHS.
- i. Submit monthly documentation in the form of TARGET reports with the Invoice Voucher billing showing the following:
  - (1) The number of chemical dependency assessments;
  - (2) The number of individual sessions;
  - (3) The number of group sessions; and
  - (4) The hours of non-treatment support activities.
- j. Complete quarterly progress evaluations to include the following:
  - (1) The agency submitting the evaluation;

- (2) The name and title of the person completing the Evaluation Report;
  - (3) The date the evaluation is submitted;
  - (4) The name of Host Site;
  - (5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work;
  - (6) Problems encountered by the Contractor and the resolutions attempted or accomplished;
  - (7) Description of specific goals, efforts or changes for program planning and operations during the next three months;
  - (8) Description of creative and innovative efforts being made by the program to enhance services provided to the youth in the program; and
  - (9) Requests for information, clarification, or technical assistance from DBHR.
- k. Deadlines for submitting quarterly evaluations to the DBHR Contract Manger are as follows:
- (1) First quarter: January-March – due April 15
  - (2) Second quarter: April-June – due July 15
  - (3) Third quarter: July-Sept. – due October 15
  - (4) Fourth quarter: October-December – due January 15
- l. Ensure that group care enhancement counselors attend all group care enhancement-coordinating meetings.

**6. Interagency Protocol:**

The Contractor shall maintain a written interagency protocol with the host agencies cooperating with the direct service requirements of this contract. The protocol shall cover the following areas of administration and coordination:

- a. The Contractor shall collaborate with the host agency on the selection and/or hiring of chemical dependency staff who shall work at the residential care agency.
- b. Day-to-day supervision of the staff shall be provided by the host agency.
- c. The Contractor shall provide supervision specific to chemical dependency expertise.
- d. The host agency shall review agency policies and patient expectations for consistency with the concept of a "Drug-Free Workplace."
- e. Disputes resolution: On discovery of a dispute between the Contractor and the Host Agency, both parties shall make reasonable efforts to informally resolve such

dispute. If informal resolution cannot be achieved the DBHR Contract Manager or designee may be called upon to resolve disputes.

- f. Clinical staff shall be physically located at the host agency on a (1.0 FTE) basis. The Contractor shall coordinate with the host agency(s) on the use of employee leave and release to ensure continuous staffing of the host agency
- g. Clinical staff provided under this protocol shall be certified Chemical Dependency Professionals (CDP). Prior to placing a CDP trainee, the Contractor shall consult with, and gain approval from, the DBHR Contract Manager or designee.
- h. Stipulate that staff available under this contract shall not be used by the residential facility to meet the staffing requirements of other contracts.
- i. List services provided at the time of the Agreement.
- j. List program development goals for the upcoming year.
- k. Day-to-day supervision of the staff will be provided by the residential care agency.
- l. The Contractor shall provide supervision specific to chemical dependency expertise.
- m. The host agency will review their agency policies and patient expectations for consistency with the concept of a "Drug-Free Workplace."
- n. Disputes between the Contractor and the host agency(s) shall be resolved between the two agencies. As necessary, the DBHR Contract Manager or designee may be called upon to resolve disputes.
- o. Clinical staff will be physically located at the host agency on a 1.0 full-time equivalent basis. The Contractor shall coordinate with the host agency(s) on the use of leave and release time necessary to maintain the qualified status of employees.
- p. Clinical staff provided under this protocol shall be certified Chemical Dependency Professionals. Prior to placing CDP trainee, the Contractor must consult with, and gain approval from, the DBHR Contract Manager or designee.
- q. Stipulate that staff available under this Contract shall not be used by the host agency to meet the staffing requirements of other contracts.
- r. List services provided at the time of the Agreement.
- s. List program development goals for the upcoming year.

**Exhibit I**

**VETCORP**

The Contractor shall provide services through its VetCorp Project grant with CADCA, beginning January 1, 2014. DSHS assistance with the grant match will be found on Exhibit B, Awards & Revenues.

## AWARD AND REVENUES 2013-2015 Biennium

COUNTY Pacific

PROGRAM AGREEMENT NUMBER 1163-27318

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

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>			<u>Total 13-15 Biennium</u>
		<u>SFY 14</u>	<u>SFY 15</u>	<u>Biennial Funds</u>	
333.99.59	SAPT Grant-in-Aid	\$60,514	\$60,514		\$121,028
	SAPT Treatment	\$29,802	\$29,802		\$59,604
	**SAPT Treatment-Resource Development	\$2,384	\$5,960		\$8,344
	SAPT Prevention	\$30,712	\$30,712		\$61,424
334.04.6X	State Grant-in-Aid	\$171,938	\$142,839		\$314,777
	State GIA Administration	\$19,219	\$15,012		\$34,231
334.04.6X	Criminal Justice Treatment Account (Biennial)			\$119,162	\$119,162
334.04.6X	Drug Court - State Funds	\$0	\$0		\$0
	<b>STATE - SPECIAL PROJECTS</b>	\$6,563	\$6,563		\$13,126
334.04.6X	TANF Treatment Services	\$6,563	\$6,563		\$13,126
334.04.6X	CA Parents in Reunification	\$0	\$0		\$0
	<b>FEDERAL GRANTS</b>	\$19,275	\$0	\$0	\$19,275
333.97.78	*TXIX -Fed Waiver for DL and ADATSA clients ONLY	\$19,275	\$0		\$19,275
	<b>Total Federal Funds</b>	\$79,789	\$60,514	\$0	\$140,303
	<b>Total State Funds</b>	\$178,501	\$149,402	\$119,162	\$447,065
<b>TOTAL ALL AWARDS</b>		<b>\$258,290</b>	<b>\$209,916</b>	<b>\$119,162</b>	<b>\$587,368</b>

### Federal CFDA:

SAPT Grant-in-Aid -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

\*Title XIX - CFDA 93.778 - DL and ADATSA is for July-December, 2013 services only

\*\*SAPT Treatment-Resource Development is for services starting January, 2014

### 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 and no more than 10% of the Drug Court award may be spent on BARS 566.11 for County Only Administration.

No more than 10% of the CJTA and no more than 10% of the Drug Court award may be spent on BARS 566.11 for Drug Court Administration.

County participation match programs include State Grant-in-Aid, Federal SAPT Grant-in-Aid, and CJTA.

DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICE RATES PLAN  
SERVICE RATE PLAN  
SFY 2014-2015

566		Medicaid Rates	Low Income	Type of Unit	Medicaid Rates	Negotiated Rate	Type of Unit
11	County Administration						
12	Continuing Education/Training						
13	Direct Service Provider - Agency Admin						
31	Intervention and Referral		\$35.00	Service Hour			
32	Alcohol/Drug Information School		\$100.00	Students			
33	Opiate Dependency/HIV Services		\$50.00	Service Hour			
36	Interim Services		\$35.00	Service Hour			
37	Outreach		\$35.00	Service Hour			
39	Brief Intervention		\$30.00	Service Hour			
41	Crisis Services		\$35.00	Client Hour			
42	Acute Detoxification Services	\$148.36	\$170.61	Per Day			
43	Sobering Services			Service Hour			
44	Involuntary Commitment		\$35.00	Service Hour			
45	Sub-Acute Detoxification Services	\$108.36	\$124.61	Per Day			
53	Outpatient Treatment Adult-Group	\$4.82	\$12.00	Per 15 Minute	\$19.28	\$48.00	Per 60 Minute
53	Intensive Outpatient Tx Adult-Group	\$4.82	\$12.00	Per 15 Minute	\$19.28	\$48.00	Per 60 Minute
54	Outpatient Treatment Adult-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
54	Intensive Outpatient Tx Adult-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
55	Outpatient Treatment PPW-Group	\$4.82	\$12.00	Per 15 Minute	\$19.82	\$48.00	Per 60 Minute
55	Intensive Outpatient Tx PPW-Group	\$4.82	\$12.00	Per 15 Minute	\$19.82	\$48.00	Per 60 Minute
56	Outpatient Treatment PPW-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
56	Intensive Outpatient Tx PPW-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
57	Outpatient Treatment Youth-Group	\$6.06	\$13.00	Per 15 Minute	\$24.24	\$52.00	Per 60 Minute
57	Intensive Outpatient Tx Youth-Group	\$6.06	\$13.00	Per 15 Minute	\$24.24	\$52.00	Per 60 Minute
58	Outpatient Treatment Youth-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
58	Intensive Outpatient Tx Youth-Individual	\$19.26	\$22.14	Per 15 Minute	\$77.04	\$88.59	Per 60 Minute
59	Opiate Substitution Treatment	\$12.79	\$14.70	Per Day			
61	Therapeutic Childcare Services			Service Hour			
62	Transportation						
64	Case Management - Adult	\$10.12	\$11.63	Per 15 Minute	\$40.48	\$46.55	Per 60 Minute
65	Case Management - PPW	\$10.12	\$11.63	Per 15 Minute	\$40.48	\$46.55	Per 60 Minute
66	Case Management - Youth	\$10.12	\$11.63	Per 15 Minute	\$40.48	\$46.55	Per 60 Minute
67	Childcare Services			Service Hour			
69	PPW Housing Support Services						
72	Assessment - Adult	\$115.17	\$132.54	Per Assessment			
73	Assessment - PPW	\$115.17	\$132.54	Per Assessment			
74	Assessment - Youth	\$115.17	\$132.54	Per Assessment			
75	Assessment - DUI	\$115.17	\$132.54	Per Assessment			
76	Brief Therapy						
77	Screening Tests and Urinary Analysis	\$8.74	\$10.05	Per Screen			
78	Expanded Assessment	\$177.69	\$204.34	Per Assessment			
79	TB Skin Tests	\$4.84	\$5.56	Per Test			
81	Intensive Inpatient Residential						
	1. Adult	-----	\$90.18	Bed Day			
	2. Youth	\$150.00 / \$188.68	\$150 (L1) / \$188.68 (L2)	Bed Day			
82	Long-term Residential						
	1. Adult	-----	\$53.52	Bed Day			
	2. Youth	NA	NA	Bed Day			
83	Recovery House	-----	\$41.14	Bed Day			
99	Miscellaneous						