

THIS AGREEMENT is made and entered into this the _____ day of _____, 2011, by and between Pacific County, hereinafter referred to as "County," and **Educational Service District 113-True North**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of Chemical Dependency Services for the period beginning on July 1, 2011, and ending on June 30, 2013. The County and the Agency agree to the terms and conditions set forth in the following provisions:

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and other such terms and conditions incorporated by reference herein.

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.
 - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
 - C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.
- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions as stated this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency's unauthorized use of Personal Information.

VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.

VIII. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

B. The Agency shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

IX. **FINANCIAL REPORT REQUIREMENTS:**

- A. The Agency shall, if applicable:
 - 1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
 - 2. Provide access to financial records by independent auditors.
 - 3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.
- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:
 - 1. Annual financial audit, and
 - 2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

X. **MAINTENANCE OF RECORDS:** For five (5) years following the end date of this contract, the Agency shall maintain records that are sufficient to:

- A. Document the performance of all acts required by this contract;
- B. Substantiate the Agency's statement of its organizations' structure, tax status, capabilities, and performance;
- C. Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Agency to perform the contract requirements; and
- D. Ascertain that personnel policies, procedures and practices were in compliance with the Contract; and
- E. Ascertain that all taxes and insurance required by State and federal law were paid by the Agency.

XI. **RELATIONSHIP OF THE PARTIES:** The parties intend that a independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

XII. **INDEMNIFICATION**: All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. Agency shall defend, indemnify, and hold harmless Pacific County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or contractors. "County" as used in this Article means Pacific County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

XIII. **CONFLICT OF INTEREST**: The County may, by written notice to the Agency:

- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XIV. **DISPUTE**: Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Agency's name, address, and contract number;
- E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the

issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;

- F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

XV. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

XVI. **BOARD OF DIRECTORS:** The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.

XVII. **INSURANCE:** The Agency shall carry at its own expense the following insurance coverage to the extent described below:

- A. Public Liability in the amount of \$1,000,000;
- B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,500,000.

The Agency shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

XVIII. **MODIFICATION:** Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

XIX. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XX. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of

this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:

1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of a unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

- D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:
1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
 2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
 3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
 4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;
 5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.
 6. Any evaluation of the services provided by the Agency shall be based solely on the provisions and terms of this contract.
- E. Award Adjustment – If the Agency expenditures for detoxification and/or treatment services falls below 85% of expected levels during the fiscal year quarter, the County reserves the right to reduce the treatment funds awarded in this Agreement.. No reduction shall be made without 30 days prior written notice to the Agency specifying the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

PAYMENT PROVISIONS

As consideration for services, as described in the specific provisions of this contract, the County agrees to set aside **\$12,800** for title XIX match purposes and award **\$14,600** low income youth funding, as outlined in **Exhibit A- Budget**, for youth treatment services described herein.

- I. Payment for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs, provided that such reimbursable costs are in accordance with specific contract allocations set forth below.
 - A. Title XIX funds shall not be billed to the County as reimbursement under this Agreement, but revenues from Title XIX are considered part of program. These funds will be drawn down by DASA to meet the state match requirement for services provided by the Agency to Title XIX clients and billed in accordance with the Agency's Title XIX agreement with the state not to exceed a match total of **\$12,800**.
 - B. Billing the County for services rendered to clients eligible for Title XIX shall constitute an overpayment.
 - C. All costs associated with services and activities funded through this contract must meet the requirements specified in DASA BARS Manual, July 2007, **Exhibit B**.
 - D. Prior to initiating an amendment to any or all parts of this contract, all current and up to date fiscal and client service levels must be documented and submitted to the County.
 - E. The Agency shall not bill Prevention/Intervention Services under this contract.
- II. Reimbursement:
 - A. The County will pay the Agency for non-Title XIX services on a fee-for-service basis as outlined in **Exhibit C, Low Income Rates**.
 - B. The County will pay the Agency on a fee-for-service basis and requires all fees and third party charges billed to or for a client whom services were subsidized using contract funds, shall be deducted from total reimbursable costs under contracts in determining net payment due.

The Agency shall budget funds awarded under this agreement that are allocated for detoxification, assessment, outreach and/or treatment services in such a manner to ensure availability of such services throughout the entire term of this Agreement. If necessary, the Agency shall limit access to services and make use of waiting lists and/or facilitate the referral to another provider agency for this purpose

Services rendered under this contract shall be reimbursed on a fee-for-services basis for School Based Adolescent Case Management and Treatment Services. Services shall be provided per the attached Statements of Work.

III. Other Revenues:

The County requires all fees and third-party charges billed to or for a client who is counted toward the contract Statement of Work, or for whom services were subsidized using contract funds, shall be deducted from total reimbursable costs under the contracts in determining net payment due. Contract derived fees and third-party payments may not be used to finance non-reimbursable costs or acquire assets.

The Agency shall secure and maintain a Title XIX provider contract with the Division of Medical Assistance of the Washington Department of Social and Health Services. Every effort shall be made to maximize the use of Title XIX funds as a first source of treatment revenue, by identifying those clients who qualify, and by billing Title XIX for treatment services for such clients provided under the provision of this contract.

IV. Pacific County will act as the "last payor" for chemical dependency treatment services.

The Agency shall conduct a thorough financial screen on each client requesting treatment services and will bill the appropriate payor for services delivered.

IV. Billing:

The Agency shall submit by the 15th working day of the month following the month of service, **Exhibit D- Invoice**. The Agency shall submit back up documentation along with the invoice to include:

- All eligible client services provided within the preceding month;
- Client Summary documentation in the TARGET system that correlates with the bill being submitted;
- T19 Remittance Summaries received for previous month.
- Youth Case Management List

With each quarterly report, the Agency must document the source and amount of matching funds.

Requests for reimbursement for Medicaid-eligible services shall not be made to the County but must be submitted through the Medical Assistance Administration's Medicaid Management Information System (MMIS). MMIS billing instructions can be found at <http://fortress.wa.gov/dshs/maa/download/billinginstructions/chemical%20dependency%201003%20update.pdf>.

V. **DOUBLE REIMBURSEMENT PROHIBITED:** The Agency shall not seek payment from the County for any costs or services for which it has been reimbursed from other sources. In the event the Agency, subsequent to receiving reimbursement from the County, receives payment for the same service from any other party, the Agency shall, to the extent of such other party payment, promptly reimburse the County for such payments.

The Agency shall not charge or accept additional fees from any client, relative, or any other person, for service provided under this contract other than those specifically authorized by the County. In the event the Agency charges or accepts prohibited fees, the county shall have the right to assert a claim against the Agency on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this contract.

VI. PERFORMANCE BASED CONTRACTING: The contractor shall make progress toward, meet, or exceed the statewide mean 90 day retention rates 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 the DASA-TA or a report generated by DSHS. At the start of the contract, baseline outcomes for completion will be set by DSHS according To past county performance; data for this measure will be based on the calendar year 2010 (12 months).

For purposes of this contract the word “progress” means achieving a minimum improvement of 1.5% in a fiscal quarter.

1. Effective July 1, 2011, the baseline to be considered in “good standing” is 65% (Youth) for 90 day retention.
 - a. If, during any calendar quarter, the contractor falls below the statewide mean, the contractor shall follow the process for correction in Section b.
 - b. Effective July 1, 2011, if the Contractor’s baseline for 90-day retention performance is lower than the statewide mean, the Contractor shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide mean, by the end of the fiscal contract year. For example, if the contractor has a baseline completion rate of 46%, the expectation would be an increase of 4.6%. If, during any monitored calendar quarter, the Contractor does not demonstrate progress towards the expected 90 day-retention goal, the Contractor shall follow the process for correction in Section c
 - c. Performance linked to payment for a Contractor falling below the statewide mean
If performance outcome falls below the statewide mean or performance expectation within a calendar quarter, as determined through DASA-TA or report generated by DSHS, the Contractor shall:
 - (1) Submit a Performance Improvement Plan (PIP) to the County within 45 days of notice by the County.
 - (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 County, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.
 - d. End of year performance
 - (1) If, at the end of the fiscal contract year, the Contractor has not met its performance expectations (maintaining performance at or above the mean, increasing by 10% or returning to previous baseline percentage) the Contractor shall submit a technical assistance plan and a PIP to the County, within 45 days. The plan shall identify who provided

technical assistance to the Contractor 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.

- (2) The County shall not pay for technical assistance.

SPECIFIC PROVISIONS

- I. The Agency shall meet all applicable minimum standards in RCW 70.96A, 74.50 and WAC 388-805 and shall have received and maintained DASA certification. Documentation of Agency approval will be provided to the County. As the chemical dependency service provider, the Agency shall have and adhere to a Clinical Manual as per WAC 388-805-300, an Administrative Manual as per WAC 388-805-150, and a Personnel Manual as per WAC 388-805-200.
- II. New WAC's for 2009 related to 388-805 include:
 - 388-805-620(1)
The chemical dependency assessment must be completed prior to admission.
 - 388-805-620(2)
Complete an initial individualized treatment plan prior to the clients participation in treatment.
- II. The Agency shall be part of the Pacific County continuum of services that provides substance abuse treatment services within Pacific County including the following service categories: 1) Youth Outpatient; and 2) Youth Case Management Services. The Agency shall remain a part of the continuum of services dedicated to serving indigent and low income clients in Pacific County throughout the term of the contract.
- III. CLIENT ELIGIBILITY

Residency requirement prohibited: The Agency shall not limit eligibility for any service on the basis of a client's residence.

The Agency is hereby delegated the authority to determine eligibility for clients served pursuant to this agreement, PROVIDED, however, the eligibility is to be determined in accordance with Chapter 70.96A.100 and 180; PROVIDED further that ADATSA clients shall meet eligibility requirements in accordance with applicable sections of 388-40 or its successor, of the Washington Administrative Code, and; PROVIDED further clients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

The Agency shall assure that all persons applying for services are screened for financial eligibility using, at a minimum, a screening instrument provided by DASA. In addition, an inquiry regarding clients' continued financial eligibility shall be conducted no less than once each month. Evidence of each financial screening shall be documented in individual client records.

All applicants for treatment shall be screened for possible Title XIX eligibility utilizing a County approved Title XIX Screening Tool. If the screening indicates that the applicant may be eligible for Title XIX services, the applicant shall be referred to DSHS to apply for financial assistance. The Agency shall retain the completed Title XIX Screening Tool in the client's file. In addition, the Agency shall develop policies and procedures regarding this screening practice.

The Agency shall assure services are offered to persons within the following priority categories:

1. Pregnant women injecting drug users
2. Pregnant substance abusers
3. Injecting Drug Users (IDUs);
4. Washington State defined priority populations; subsections (b) through (f) are in no particular order:
 - (a) Parenting women
 - (b) Postpartum (up to one year, regardless of pregnancy outcome)
 - (c) Parenting individuals involved with Child Protective Services
 - (d) Youth
 - (e) Offenders (as defined in RCW 70.96A.350)
 - (f) Other Medicaid Clients
5. All others

Funding Limitations for persons who are incarcerated:

- (1) Medicaid funds: Medicaid fund shall not be used to provide services of any kind to Persons incarcerated in a correctional setting, including but not limited to any correctional facility owned or operated by the state, county, or city.

All clients eligible for publicly supported services shall be offered services supported by this agreement on a first come first serve basis, PROVIDED however that persons in the priority categories listed above shall be offered services as follows to be consistent with state policy and Federal block grant requirements.

The Agency shall assure that pregnant women are provided with comprehensive assessment services within 48 hours of referral and treatment services no later than 7 days after the assessment has been completed. "Waiting List Interim Services" must commence upon request for services when comprehensive services are not immediately available.

The Agency must assure that parents with children in their home (including postpartum women) and Child Protective Service (CPS) referrals are provided comprehensive assessment and treatment services no later than 90 days after the service has been requested. "Waiting List Interim Services" must commence upon request for services when comprehensive services are not immediately available.

The Agency must assure that injection drug users are provided comprehensive assessment and treatment services no later than 14 days after the service has been requested. "Waiting List Interim Services" must commence upon request for services when comprehensive services are not immediately available.

IV. SERVICES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Agency shall provide services designed and delivered in a manner sensitive to all ethnic minorities and diverse populations eligible for services in the County. Services may include, but are not limited to, any of the following:

- A. Services located in predominantly minority-populated areas and provided to predominantly minority individuals.

- B. Services targeted at minority populations. These include ethnic-sensitive program modifications to afford minorities culturally-appropriate services in current “non-ethnic minority” programs. Also included are culturally appropriate services for other diverse populations such as person with disabilities; or gay, lesbian, bisexual, or transgender persons; youth; the elderly; or rural populations.
- C. Limited English speaking services for the deaf and hard of hearing.
- D. The Agency shall require all direct treatment staff to participate in cultural sensitivity training approved by the Department. Evidence of this training shall be a DASA Approved Training Certificate.
- E. The Agency shall develop procedures to engage interpreter services available through DSHS, and to secure, as readily available, non-English publications for clients and individuals participating in treatment.

V. TREATMENT FOR INTRAVENOUS DRUG USERS

The Agency shall develop and operate programs of treatment for drug abuse with admission priority to injecting drug users (IDUs) and individuals infected with HIV/AIDS.

VI. TUBERCULOSIS SERVICES:

- A. Agencies providing treatment for chemical dependency shall routinely make available tuberculosis (TB) referral services to each individual receiving treatment;
- B. Tuberculosis services, with respect to an individual means;
 - 1. informing the individual on the prevention and control of tuberculosis,
 - 2. referral for testing to determine whether the individual is positive or infectious to determine appropriate care for the disease; and,
 - 3. referral to TB treatment programs as medically indicated.

VII. STAFF CONTINUING EDUCATION REQUIRED:

The Agency shall make available continuing education in such services or activities to employees of the Agency who provide the chemical dependency treatment services or activities.

VIII. WAITING LIST INTERIM SERVICES:

The Agency shall develop "Waiting List Interim Services" for priority clients that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Waiting List Interim Services must include, but are not limited to:

- A. screening to determine any acute client needs and to confirm client eligibility for comprehensive services;
- B. counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur.

- C. for pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.
- D. referral to other health services (such as HIV or TB testing or treatment services if necessary) and social services depending on the person's apparent needs, and;
- E. periodic contacts with the person in individual or group settings to provide supportive counseling and to provide update information regarding treatment availability.
- F. Development of a service plan which includes proposed services and target dates.

A waiting list interim services plan record must be opened on all persons receiving waiting list interim services. The interim services plan record must include, at a minimum:

- A. an application form that includes "client master data" consisting of the applicants full name (last, first & mi.); birth date; gender, race (including Spanish/Hispanic origin); social security number; address and telephone number;
- B. indication of the client's priority group category;
- C. a service plan record noting proposed treatment modalities; tentative treatment date(s), and;
- D. a record of all contacts and specific referrals.

Agencies providing waiting list interim services must enter the "client master data" and the priority group notation into the DASA management information system and report ongoing contacts as service hours under "Interim Services" in the same.

IX. TRANSPORTING PREGNANT AND POSTPARTUM WOMEN CLIENTS:

The Agency shall assure provision of transportation to and from residential treatment located outside of the contractor's County for all Pregnant and Postpartum women clients in need of this transportation.

The Agency is entitled to recover all costs of said transportation, PROVIDED, however, that the transportation has been provided in accordance with the Transportation Policies published by the DASA or Medicaid Broker Transportation rules.

Assessment providers shall arrange said transportation and must attempt to use local Medicaid Transportation Brokers as the first source of payment for Pregnant and Postpartum women and other medicaid eligible clients.

It shall be understood by all parties hereto that costs incurred and payments received pursuant to this section shall be separate from and exclusive of all other budgeted items and awards incorporated in this agreement.

X. **REPORTING REQUIREMENTS:** The Agency shall submit such periodic reports as required by the County and the state which shall include but not be limited to:

A. **Client Service Information** - As required by the DASA Treatment and Assessment Report Generation Tool (TARGET).

The Agency shall participate fully and completely in the DASA Management Information System (TARGET), or their successors, as prescribed by DASA. To assure this capability the Agency must have a functional personal computer using a Windows operating system version '95c or above that has a connection to the Internet. This computer must also have the Microsoft Internet Explorer program version 5.5 loaded and operational. The Agency must have at least one primary data-entry operator who has completed the process of securing a high security level digital certificate from the State of Washington Certification Authority (Digital Signature Trust). The Agency must also train an additional staff member as a back-up data-entry operator. It is recommended that the reporting computer also have an operational Universal Serial Bus (USB) port, although there are alternative solutions to this requirement. The Agency must have access to the technical expertise necessary to keep these resources operational. The Agency may enter into a Qualified Service Agreement with another organization to meet these contract reporting requirements. Participation shall include the prompt and orderly submission of all required data, completed in the detail and submitted in the manner and time frames prescribed by DASA.

B. **Contract Performance Report** - This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County.. A TARGET M4 Contract Performance Report shall be attached to the three-month report and shall include progress on:

1. program implementation;
2. population(s) served;
3. progress toward meeting service delivery measurements, and
4. discharge types and outcomes.

C. **End of Contract Summary Report** - shall be completed by the Agency and received by the County no later than 30 days after termination of this contract. This report shall include but not be limited to:

1. level of activity accomplished;
2. level of completion of the performance of the contract;
3. problems encountered;
4. resolution of problems;
5. length of stay/retention rate; and
6. discharge types and outcomes.
7. treatment completion rate

In the event the Agency or its subcontractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to a subcontractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

D. **Revenue and Expenditure Report** - shall include actual expenses and revenue for all program areas for each six-month period and shall be submitted to the County within 30 days of the end of each six-month period.

XI. RECORDS RETENTION AND THE CONFIDENTIALITY OF CLIENT RECORDS: All fiscal and clinical records pertaining to services delivered under the terms of this agreement shall be maintained for a minimum of six years. The Agency shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

XII. MONITORING AND EVALUATION

As per WAC 388-805-350, the Agency must develop and implement policies and procedures for outcome evaluation, to monitor and evaluate outcomes for the purpose of improving treatment completion.

The County will conduct one on-site review during the contract year of this agreement to monitor compliance with performance criteria. Written documentation of the on-site will be forwarded to the DASA Regional Administration.

TREATMENT COMPLETION PLAN AND REPORTING: It has been established by research that those clients who stay engaged in treatment longer have better outcomes regarding continued sobriety, future employment, fewer contacts with the criminal justice system, and are less likely to need other "support services."

The overriding theme of the treatment completion initiative is to improve treatment services delivery by focusing on "quality enhancements."

The County will work with the Agency to establish the current treatment completion baseline rate, and negotiate an acceptable and realistic expectation concerning an incremental improvement of that rate.

The Agency agrees to submit a written treatment completion strategy based on these negotiations at the beginning of each fiscal year.

XIII. PUBLIC INFORMATION

All books, informational pamphlets, press releases, research reports, articles and similar public notices prepared and released by the Agency for the services described in this contract shall include the statement, "This project receives funding from the Pacific County Public Health and Human Services Department." In addition, all such notices shall contain a statement acceptable to the County stating that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

IX. BACKGROUND CHECKS

State law requires that children, vulnerable adults, and persons who are developmentally disabled receiving services in the State are to be protected from the possibility of criminal activity by people who have been convicted of certain crimes.

All Agency staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check. These requirements are listed in RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients. Unsupervised access is defined in RCW 43.43.830(9).

DASA provides a Background Check Resource Guide that contains information and guidance to assist in meeting the requirements of RCWs and WACs related to background checks. This guide can be accessed through the Washington State Alcohol/Drug Clearinghouse.

IX. **NEW TOBACCO-FREE LANGUAGE ADDED JULY 1, 2009**

1. Tobacco-Free Facility and Grounds

The Contractor shall make its treatment facility and grounds tobacco-free no later than July 1, 2010; no exceptions will be granted.

a. Treatment agency

The Contractor shall:

- i. Notify staff and patients in advance of the change-date the treatment facility becomes tobacco-free;
- ii. Prohibit the use and/or possession of any form of tobacco product or paraphernalia in the facility or on the grounds;
- iii. Post appropriate signage identifying the areas as tobacco-free both inside the facility and outside the grounds.

b. Chemical dependency programming

The Contractor shall:

- i. Facilitate patient access to tobacco-cessation programs and materials;
- ii. Ensure staff is trained on nicotine dependence and implementation of selected cessation curricula;
 1. Integrate nicotine cessation into treatment;
 2. Apply the Stages of Change model and other cessation curricula to address tobacco cessation;
 3. Make referrals as appropriate to cessation support including the Washington State Quitline, 1-800-QUITNOW, or locally-based support.

c. On or before June 30, 2010, the Contractor shall submit a completed and signed "Tobacco-Free Facility and Grounds Verification" form attesting that the facility and grounds are tobacco-free.

- i. This form is available on line at [http://www.dshs.wa.gov/word/hrsa/dasa/Tobacco-Free%20verification%20\(protected\).doc](http://www.dshs.wa.gov/word/hrsa/dasa/Tobacco-Free%20verification%20(protected).doc)
Submit the form as an attachment to an e-mail addressed to Tina Burrell at burretl@dshs.wa.gov

STATEMENT OF WORK

I. YOUTH OUTPATIENT TREATMENT

A. PROVIDE THE FOLLOWING SERVICES:

- Youth Outpatient treatment in accordance with WAC 440-22-001-465

B. SERVICE ELIGIBILITY

Services shall be provided at the middle and senior high school campuses in Pacific County under this contract to youth ages 13 through 19. Limited Detention-Based Outpatient Services may be provided in detention for CDDA sanctioned youth. Collateral and family support services may also be provided to family members of clients.

Youth under the age of 13 being assessed for treatment services, especially residential services, are assessed with a special focus on their:

- history of child abuse and neglect;
- ability to express and advocate for self;
- ability to think abstractly;
- ability to relate to adults and older youths; and
- physical size.

Youth 18 years or older being assessed for treatment services, especially residential services, are assessed with a special focus on their:

- living arrangement (still with parents or in need of living quarters);
- educational status (still in high school or in need of completing some equivalent); and
- economic circumstances and source of income.

C. SERVICE STANDARDS

1. To assure that youth making application for services receive the full benefit of the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program, the Agency shall screen each applicant and make referrals as follows:
 - a. All youth shall be screened for financial eligibility and referred to the local DSHS Community Services Office for Title XIX eligibility determination if the financial screen so warrants.
 - b. The Agency should refer Title XIX eligible youth that have not previously received an EPSDT health screen to an EPSDT primary health care provider for such services.
2. The Agency shall provide a multi-dimensional assessment for each person applying for services. Assessments must include, at a minimum, the following:
 - a. an alcohol and other drug use history, including an assessment of a pattern of use and consequences related to the use such as school dropout or family problems;
 - b. a family use pattern and addiction history;

- c. a description and assessment of existing support systems, including family and peer relationships, current parental or custodial status;
 - d. an assessment of high risk behaviors including a suicide risk evaluation, a HIV/AIDS Brief Risk Evaluation, and;
 - e. an assessment of adolescent development, including level of maturation, emotional stability and functioning, educational history and learning ability.
3. The County may, at its option initiate negotiations and with the mutual consent of the Agency, require a specific minimum assessment protocol be incorporated into the Agency's assessment.
 4. Youth outpatient services shall include treatment appropriate for misuse of alcohol and other drugs in addition to treatment for addiction.
 5. Case Management Services: The case manager will provide individual support to youth by the services listed below, but not limited to:
 - Supporting youth as they move through one or more treatment modalities (assessment, inpatient, outpatient, aftercare, and ongoing recovery);
 - Addressing barriers to the access and use of treatment services;
 - Keeping the families of the youth involved in the treatment process to support the youth in treatment and recovery;
 - Serve as the consistent adult-to-youth contact/advocate during the course of their treatment and recovery;
 - Facilitate access to other needed services;
 - Serve as a resource person for the youth and his/her family;
 - Works as a team member with the youth Treatment staff;
 - Participates in all Youth Policy and Case Staffing Team meetings;
 - Participates in the state sponsored Youth Case Management Project training.
 6. Youth outpatient services shall address the needs of those youth waiting for placement in youth residential treatment, and those youth requiring continuing care (aftercare) following youth residential treatment. Outpatient programs should be involved in the continuum of services and the treatment planning for youth in residential treatment programs.
 7. Youth Outpatient services shall be provided with services which addresses the age, gender, language, culture, ethnicity, and sexual orientation of participants and their family members.

8. The Agency shall develop and maintain linkages with local DCFS offices, DJR offices, Economic and Medical Field Service offices (CSO's), juvenile courts and residential youth treatment programs to assure support services and the full continuum of care are available to clients.
9. Staff, working the majority of their time in this program, must be actively pursuing the requirements set forth in WAC 388-805-6201-through 630.
10. The Agency shall include within the context of the structured outpatient program, recreational activities as part of the treatment plan

In the Witness Whereof the parties hereto have caused this contract to be executed this the

_____ day of _____ 2011.

Board of County Commissioners
Pacific County, Washington

ESD 113

Norman B, Cuffel, Chairman

Signature

Jon C. Kaino, Commissioner

Title

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board

EXHIBIT A- BUDGET

2011-13 ESD- True North Youth TX Contract

Funding	Original Budget	Amendment #1	Amendment #2
Title XIX Set Aside	\$ 12,800.00		
Low Income Youth (Direct Bill)	\$ 14,600.00	\$ -	
Total	\$ 27,400.00	\$ -	\$ -

EXHIBIT C- LOW INCOME RATES

ADSA/DBHR SERVICE RATES PLAN 11-13 BIENNIUM

County: Pacific

BARS CODE	TYPE OF SERVICE	Type of Unit	Rates
		Indicate client hrs, staff hrs, bed days <u>or</u> Not Applicable	11-13
12	Continuing Education/Training	Service Hour	
31	Community Outreach, Intervention, and Ref	Service Hour	\$35.00
32	Alcohol/Drug Information School	Per Student	\$100.00
33	Opiate Outreach, Intervention, and Referral	Service Hour	\$50.00
34	PPW Outreach, Intervention, and Referral	Service Hour	\$35.00
35	Youth Outreach, Intervention, and Referral	Service Hour	\$35.00
36	Interim Services	Service Hour	\$35.00
39	Brief Intervention	Per 15 Minute Unit	\$30.00
41	Crisis Services	Client Hour	\$35.00
57	Outpatient Treatment Youth Group Therapy	Per 15 Minute Unit	\$7.50
58	Outpatient Treatment Youth Individual Therapy	Per 15 Minute Unit	\$23.00
65	Case Management PPW	Per 15 Minute Unit	\$10.12
66	Case Management Youth	Per 15 Minute Unit	\$10.12
73	Assessment - PPW	Per Assessment	\$125.00
74	Assessment - Youth	Per Assessment	\$125.00
75	Assessment - DUI	Per Assessment	\$125.00
76	Brief Therapy	Per 15 Minute Unit	
77	Screening Tests and Urinary Analysis	Per Screen	\$30.00
79	TB Skin Test	Per Test	
81	Intensive Inpatient Res Treatment Svcs	Day	\$90.18
82	Long Term Care Residential Tx Svcs w/Children	Day	\$126.45
82	Long Term Care Residential Tx Svcs without Children	Day	\$53.52
83	Recovery House Residential Treatment Services	Day	\$41.14

