Kittitas County

Substance Abuse Treatment Agreement

11-13 Contract

This Agreement is by and between Kittitas County, hereinafter referred to as "County" and Cascade Recover Resource Center, hereinafter referred to as the "Contractor."

County Contact:	Contractor Contact:
Kittitas County Board of Commissioners 205 W. 5th Room 110 Ellensburg, WA 98926 (509) 962-7508	Pam Stoneburg, Director Cascade Recovery Resource Center 707 N. Pearl St., Ste D Ellensburg, WA 98926 (509)933-3838

For purposes of this Agreement, the Contractor is considered a:
☒ Subrecipient ☐ Vendor

Agreement Start Date:	Agreement End Date:	Maximum Agreement Amount:
July 1, 2011	**June 30, 2013**	$988.54

EXHIBITS: The following exhibits are attached and incorporated into this Agreement by reference:
- ☑ Exhibit A – Awards and Revenues (A&R)
- ☑ Exhibit B – Service Rates Plan (SRP)

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Director/Administrator	Date	Board of Directors (if applicable)	Date

For the County:

County Coordinator	Date	County Commissioners	Date

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1. Definitions.

a. "ADSA" means the Aging and Disability Services Administration or its successor.

b. "Alcohol and Drug Addiction Treatment and Support Act" (ADATSA), means a state fund for treatment of low-income or indigent patients assessed as alcohol or other drug dependent and is restricted to those who are unemployable as a result of their addiction.

c. "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 388-895-310 for a detailed description of assessment requirements.

d. "Awards and Revenues" or "A&R" details the Contractor's Awards and Revenues attached as Exhibit A.

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

f. "BARS" means the Washington State Auditor's Office Budgeting, Accounting, and Reporting System which includes the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.

g. "Behavioral Health Administrator (BHA)" means the new functional title replacing the title Regional Administrator for the DSHS contact identified on page one of the Contract.

h. "Boilerplate Language" means the standard contract language, including General and Special terms, which will be common to all subcontracts issued by the Contractor for provision of the services required by this Contract.

i. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.

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

k. "Contractor Coordinator" means the person designated by the legislative authority of a Contractor to carry out administrative and oversight responsibilities of the Contractor chemical dependency and prevention programs.

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

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

n. "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.

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

p. "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.

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

r. “Ensure” as to this Agreement means to make sure that something will happen or will be available within the resources identified in Exhibit A, A&R.

s. “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.

t. “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.

u. “Indigent Patients” means those receiving a DSHS income assistance grant (e.g., GAU, GAX, ADATSA, 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.

v. “Interim Services” means services offered to an eligible patient denied admission to treatment due to a lack of capacity.

w. “Intravenous Drug User” (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.

x. “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 Community Services Funds.

y. “Medicaid State Match” means those funds allocated and identified in the Contractor’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.

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

aa. “Patient” means individuals who are actively receiving assessment or treatment services.

bb. “P-I-T-A” means Prevention, Intervention, Treatment and Aftercare.

cc. “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).

dd. “Revenues” or “Contractor Participation Match” means the Contractor’s cost share of this Contract, as identified in the Awards and Revenues Exhibit.

ee. “Service Rate Plan” (SRP) means the biennial plan that itemizes the services and activities to be provided by the Contractor and states the negotiated reimbursement rate for the service, the negotiated youth maintenance of effort and Title-XIX set-aside amounts.

ff. "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.

gg. "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 must be entered into TARGET by the close of business on the tenth (10th) of each month for treatment services provided during the previous month.

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

ii. "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.

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

kk. "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; The Contractor 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

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

Part 8 Certification of Opioid Treatment Programs

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/ (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 388-805, WorkFirst 388-310

http://apps.leg.wa.gov/wac/default.aspx?cite=388

Washington Administrative Code, Department of Early Learning 170.295, 170.296

http://apps.leg.wa.gov/wac/default.aspx?cite=170

f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health Professions18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34, Alcoholism and drug addiction treatment and support 74.50

http://apps.leg.wa.gov/rcw/

g. Budgeting, Accounting and Reporting System (BARS) including the DASA BARS Supplement

http://www.sao.wa.gov/EN/Audits/LocalGovernment/BarsManuals/Documents/2-dshsalcohol2011.pdf

h. Specific references may be found in individual contract sections.

3. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Kittitas County, Washington.

4. Purpose.

The purpose of this Contract is for the Contractor to provide chemical dependency treatment and support services to individuals referred fro treatment services by DCFS and those who qualify as Youth in an outpatient setting,as part of the P-I-T-A continuum. These services and activities are identified and further defined in this agreement and RCW 70.96A and WAC 388-805.

5. Performance Work Statement – Outpatient Services.

a. Monitoring

The Contractor shall make progress toward, meet or exceed the statewide mean 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 DASA-TA or a report generated by DSHS. At the start of the contract, baseline outcomes for completion will be set according to past Contractor 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 increase of 1.5% in a fiscal quarter.

(1) Youth

(a) Effective July 1, 2011, if the Contractor's baseline is in good standing at or above the statewide mean of 65% for 90-day retention, the Contractor shall maintain good standing.

If, during any monitored 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.

(2) Adult

(a) Effective July 1, 2011, if the Contractor is in good standing at or above the statewide mean of 62% for 90-day retention, the Contractor shall maintain good standing.

If, during any monitored 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.

b. 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 30 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.

c. Performance linked to payment for a Contractor starting below the statewide mean

If performance outcome does not demonstrate progress toward the expected rate for 90 day retention 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 30 days of notice by The County.

(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 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 County shall re-procure for services.

e. DSHS or the County shall not pay for technical assistance.

6. Statement of Work.

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

a. Background Checks (RCW 43.43, WAC 388-805-200)

(1) The Contractor shall ensure a criminal background check is conducted for all 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, vulnerable adults, and persons who have developmental disabilities.

(2) Background checks shall be done

(a) At the time of the initial employment decisions. (RCW 43.43.834(5)).

(b) When an employer knows or has reason to believe that a disqualifying conviction or finding occurred after completion of the most recent background check. (RCW 43.43.832(8)(d)).

b. Outpatient Treatment (WAC 388-805)

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

c. Admission Priority Populations (42 USC 300x-23,-27 and 45 CFR 96.126, .131)

(1) The Contractor 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

(d) DBHR has also identified the following additional priority populations, in no particular order, with the exception of (a) being the first priority of this group and fourth overall:

i. Parenting women

ii. Postpartum women (up to one year, regardless of pregnancy outcome)

iii. Patients transitioning from residential care to outpatient care

iv. Youth

v. Offenders (as defined in RCW 70.96A.350)

vi. Other Medicaid Clients

vii. All others

(2) The Contractor shall publicize information on priority populations as required by the SAPT Block Grant. Priority Populations information must be posted in a public area of the agency. DBHR has printed posters to meet this need (45 C.F.R. § 96.131(b))

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

The Contractor 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 contractor 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 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/pdf/dbhr/directory/APPNDXF.pdf.

e. Waiting Lists

The federal SAPT Block Grant requires 45 C.F.R. 96.122(f)(3)(vi); 45 C.F.R. 96.126(c); 45 C.F.R. 96.131(c) block grant recipients to develop capacity management and waiting list systems for intravenous drug users and pregnant women. Washington State is expanding that to all publicly funded patients.

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

(1) The Contractor 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.

g. Determine Patient Financial Eligibility: Low-income Services

(1) The Contractor shall ensure that all persons applying for services supported by Community Services Funds 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.

(2) Low-income

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

(3) Charging Fee Requirements – Low-income Patients

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

(b) The Contractor shall use 220% of the Federal Poverty Guidelines to determine low-income service eligibility. 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 Contractor shall convert those patients to low-income treatment services.

(d) The Contractor shall ensure sliding fee schedules are used in determining the fees for low-income eligible services.

(e) The Contractor 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 Contractor 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 Contractor 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 Contractor.

(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.

h. Screening and Assessment

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

The Contractor 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 Provider page of the DSHS website at http://www.dshs.wa.gov/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.

i. Youth Outpatient Services (WAC 388-805)

(1) Service Eligibility

The Contractor 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 Contractor 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 as identified in BARS 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 Contractor shall ensure BARS coding instructions are followed for billing purposes.

(3) Title-XIX funding for youth in treatment

The Contractor 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 Contractor 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 Contractor shall ensure that each youth receives a multi dimensional assessment per Chapter 388-805-310 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 Contractor 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) Remain involved in the continuum of services and the treatment planning for youth referred to residential treatment programs.

(7) Continuing Education: Requirements to Work with Youth

The Contractor 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.

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

The Contractor shall ensure:

(1) 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.

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

The Contractor 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) If SAPT grant funding is received, admission preference will be given 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) Whenever possible, assign gender specific counselors as primary counselors for pregnant, postpartum, and parenting patients.

(f) Information/education will be made 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 Contractor 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 Contractor 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 Contractor shall ensure:

(a) Assessment and treatment services are provided within 90 days after the service has been requested.

(b) Interim services shall include:

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

ii. Referral for prenatal care.

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

(5) Services Specific to Parenting Persons

The Contractor 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.

l. Reports

(1) Report Forms

The Contractor shall ensure use of the DSHS provided forms which can be found on the Provider page at: http://www.dshs.wa.gov/DBHR/ for required reports.

m. Case Management (WAC 388-805)

The Contractor 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 Contractor.

(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 Contractor 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 Contractor 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 (JRA) supervision; youth served under the CDDA program are not under JRA 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 Rehabilitation). 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 Contractor 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 388-805

(g) Maximum time limitations for services billed under the Contractor 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 Contractor shall be responsible for monitoring and granting exceptions to the five-hour limit. Exceptions may not be granted to Medicaid-billed services.

n. Other Required Services

(1) Childcare Services (45 CFR 96.124, WAC 170-296 WAC 170-295, 42 CFR Part 2)

The Contractor 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 Contractor 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 170-296.

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

i. Certification

The Contractor 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 388-805)

(a) If the Contractor receives SAPT block grant funds the Contractor 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

7. Conflict of Interest.

The Contractor may provide treatment services upon completion of a Medicaid or County direct funded assessment, if services prescribed at the completion of the assessment are licensed services funded in the Agreement. Individuals choosing to receive care from a public funded provider other than the assessing agency shall be assisted with a referral to the County funded subcontractor of the patient's choice.

8. Service Availability.

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

9. Client Grievance.

The Contractor shall develop a policy and make it available to patients that will inform them of their right to a grievance in the case of denial or termination of services, and/or failure to act upon a request for services with reasonable promptness.

10. Non-Discrimination in Patient Services.

The Contractor shall not discriminate in the acceptance or treatment of patients on the basis race, creed, color, national origin, sex, age, disability, citizenship status, veteran status or any other reason precluded by law.

11. Non-Discrimination in Employment.

The Contractor shall not discriminate in the hiring or assignment of personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship status, veteran status or any other reason precluded by law.

12. Subcontracting.

Subcontracting by the Contractor shall be permitted only for services for which DSHS has provided prior written approval, such as Childcare, UA and Transportation.

13. Contractor Monitoring.

a. The Contractor understands by execution of this contract DSHS and the County are authorized to make facility inspections as deemed necessary.

b. On-Site Monitoring:

(1) The County:

(a) Will conduct a Contractor review which shall include at least one on-site visit during the biennium Contract period to each Contractor site providing treatment services during the period of performance of this Contract, in order to monitor compliance with contract performance criteria for the purpose of documenting that the contractor is fulfilling the requirements of the contract.

(b) May at its discretion perform additional on-site visits to monitor compliance with State and or County performance criteria.

c. TARGET Monitoring

The County shall ensure that the Contractor has:

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

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

d. Additional Monitoring Activities

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

14. Consideration.

a. Maximum Consideration

The maximum consideration for this Contract is identified on the Awards and Revenues document attached as Exhibit A.

b. 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. After the reconciliation process:

(1) If there is unspent allocated funding, the balance of unspent CJTA funding remaining at the end of the first fiscal year of the biennium Contract will roll into second year funding and may be used to pay for allowable costs during the second year of the biennium.

(2) If CJTA funds are overspent in the first fiscal year of the biennium, funds originally allocated to the second year will be reduced by the amount overspent to cover the over-expenditures.

(3) The Contractor will receive a revised Exhibit A, A&R, which will be incorporated in the Contract and replace the previous A&R.

c. Reimbursement Rates

The County shall reimburse the Contractor based upon Exhibit B-Service Rate Plan.

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

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

(3) Reimbursement shall be fee-for-service, cost related, or price related as defined in BARS.

d. Period of Performance Service Costs

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

e. Contractor Participation Match Requirement:

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

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

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

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

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

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

f. Award Adjustment Request

With regard to all services:

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

(2) If the County decides to exercise the right to reduce treatment funds, the County 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.

15. Billing and Payment.

a. County Obligation for Payment

The County shall not be obligated to reimburse the Contractor for any services or activities, performed prior to having a fully executed copy of this Contract, which shall include the mutually agreed upon Contractor's SRP which shall be attached as an exhibit to the Contract.

b. Billing for Allowable Costs and Documented Costs

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

(1) Expended for allowable costs, which are in accordance with the BARS DASA Supplement.

(2) 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 county voucher appropriate for TARGET entry

c. Billing for Medicaid-eligible Patients

(1) The Contractor shall ensure the Medicaid billing process is used for all Medicaid-eligible patients. Disability Lifeline and ADATSA client billings are exempt from this requirement. The Contractor is to bill for Disability Lifeline and ADATSA services via the county voucher process.

(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/.

d. Billing for Non-Medicaid Patients

The Contractor shall send a properly completed county voucher and supporting documentation for services provided to non-Medicaid patients to the Kittitas County Auditors office for review, approval and payment.

e. Timely Payment by the County

Payment shall be considered timely if made by the County within thirty (30) days after the receipt of properly completed invoices by the County Auditors Office. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. The County 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.

f. Fiscal Year-end Billing

The Contractor 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.

g. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

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

(2) Recovery of Costs Claimed in Error:

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

(3) Stop Placement:

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

(4) Additional Remuneration Prohibited:

The Contractor 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 Contractor shall adhere to this requirement. In the event the Contractor charges or accepts prohibited fees, DSHS shall have the right to assert a claim against the Contractor on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

16. Advance Payment and Billing Limitations.

a. Advance Payment

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

b. Authorized Services

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

(1) Timely Billing

The County 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.

(2) Exception to 90-day billing limitation

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

(a) When additional funds are added to the Contract by written amendment, those services previously provided shall be entered as a Community Services Fund source in TARGET.

(b) When a billing submitted to the Medicaid payment system is denied due to ineligibility, the Contractor may submit a billing for the denied service using an approved county voucher. The Contractor shall attach a copy of the Medicaid payment system denial to the county voucher to document the denial.

c. Multiple Payments for the Same Claim

The Contractor shall not bill the County for services performed under this Contract, and the County shall not pay the Contractor, if the Contractor 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 Contractor shall adhere to the following Medicaid rules and limitations:

(1) 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.

(2) Maintain a Core Provider Agreement with the Health Care Authority (HCA).

(3) Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility.

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

(5) The Contractor shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system. Disability Lifeline and ADATSA client billings are exempt from this requirement. The Contractor is to bill for Disability Lifeline and ADATSA services via the A-19 process.

(6) With the exception of (10) 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

(7) 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 Contractor acknowledges the following limitations on Awards and Revenue:

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

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

17. Service Availability.

The Contractor shall budget funds awarded under this Contract that are allocated for assessment and treatment services in such a manner to ensure availability of such services throughout the entire term of

this Contract. If necessary, the Contractor shall limit access to services and make use of waiting lists for this purpose.

18. TARGET Requirements.

a. Access and Security Requirements

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

(1) At least one trained primary and one trained backup data operator has a functional Universal Serial Bus (USB) token protected high security level digital certificate from the State of Washington Certification Authority (IdenTrust) registered for TARGET access.

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

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

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

The Contractor shall ensure:

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

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

(c) Its subcontractors and relevant Contractor staff have access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.

(5) The Contractor may enter into a Qualified Service Organization Agreement (QSOA) with another organization to meet the Contract's TARGET reporting requirements and shall ensure section a. (1)-(4) above are included in the QSOA.

b. Data Protection

(1) The Contractor shall not share digital certificates, user ID's or passwords between staff members or other workers.

(2) The Contractor shall ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Contract period.

(3) The Contractor shall take due care to protect said data from unauthorized physical and electronic access.

c. Data Disposition

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

d. Requirements for Patient and Client Treatment DATA

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

The Contractor shall:

(1) Ensure that the date of first contact is entered into TARGET at least every seven (7) days.

(2) Ensure all information is included in TARGET on or before the 10th day of the month after the month in which service was provided.

(3) Ensure full and complete patient and client information, including but not limited to Waiting List Services, Assessment Services, and Treatment Services, are entered in TARGET.

(4) Provide special TARGET-based reports to the County Contact identified on page 1 of the Contract as requested.

(5) Make all client data available to DSHS or the County for review as deemed necessary by the County or DSHS.

19. Federal Block Grant Funding Requirements.

The Contractor shall comply with the following:

a. Continuing Education (42 USC 300x-28(b) and 45 CFR 96.132 (b))

The Contractor shall ensure that continuing education is provided for employees.

b. 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 Contractor and subcontractors shall participate in the peer review process when requested by DSHS.

c. 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:

(1) Women's services

(2) Intravenous drug user services

(3) Tuberculosis services

(4) HIV services

(5) Childcare services for parenting patients

(6) Interim services

20. Unallowable use of Federal Funds

The following cost are considered Unallowable uses of Federal Funds for this Agreement:

a. Costs of hospital inpatient services;

b. Cash payment to patients;

c. Purchase of permanent improvement of lands or facilities without written approval from DBHR and the federal granting authority;

d. Purchase of equipment with a cost of more than $5,000 without written approval from DBHR and the federal granting authority;

e. Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds;

f. Carrying out any program of distributing sterile needles fro the hypodermic injection of any illegal drug, or distributing bleach for the purpose of cleansing needles for such hypodermic injection;

g. Carrying out any testing for the etiologic agent for Acquired Immune Deficiency Syndrome (AIDS0, unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling;

h. Services in a correctional setting, whether state, county, city, adult or juvenile;

i. The salary for an individual in excess of $120,000 per year pursuant to Section 213 of P.L. 101-517;

j. Lobbying activities or an attempt or influence the award of any Federal contract, grant, loan, or cooperative agreement;

k. Youth tobacco enforcement;

l. Bad debts: Any losses arising from uncollectible accounts and other claims and related costs are unallowable. In double entry accounting systems, write-offs of patient fees deemed uncollectible shall be treated as adjustments to revenue.

m. Chief executive: The salaries and expenses of the chief executive of a political subdivision are unallowable.

n. Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.

o. Contributions and donations: Costs of contractor in the form of contributions and donations to other organizations, including costs of donated services and property, are unallowable.

p. Depreciations of state financed property: Costs of depreciation of departmental property are unallowable.

q. Entertainment: Costs of amusements, social activities, and incidental costs relating thereto such as meals, beverages, lodging, rentals, transportation, and gratuities are unallowable, except for costs of entertainment specifically for departmental patients and necessary expenses of staff who supervise departmental patients on a contractor sponsored activities.

r. Fines and penalties: Costs resulting from violations of or failure to comply with federal, state, and local laws and regulations are unallowable.

s. First class air accommodations: The difference in cost between first class aire accommodations and less-than-first class air accommodations is unallowable, except when less-than-first class aire accommodations are not reasonably available.

t. Fund raising: Costs of organized fund raising are unallowable.

u. Legal fees to bring suit against federal or state government. The cost of legal expenses for the prosecution or defense of claims by or against the federal or state government is unallowable.

v. Legislative expenses: The salaries and other expenses of county councilmen or councilwomen, supervisors, commissioners, etc., whether incurred for the purposes of the legislation or executive directions, are unallowable.

w. Lobbying expenses: The cost of attempting to influence legislation pending before any federal or state legislative body is unallowable except as provided for in RCW42.17.190.

x. Losses: Costs of actual losses which could have been covered either by insurance or by contributions to a self-insurance reserve are unallowable.

y. Memberships: Costs of memberships for individuals in civic, business, technical or professional organizations are unallowable. Costs of contractor memberships in any organization whose predominate activity is influencing legislations are unallowable.

z. Under-recovery of costs in other contract agreements: Any costs incurred in excess of the federal and sate contribution under any other contract agreement is unallowable.

21. Independent Status

For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of DSHS, the State of Washington, or the County, except as specified in Sections 3.c, 3.e and 4.d of this contract. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees. The Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of the Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, the Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

22. Insurance

The Contractor shall have and maintain the following insurance which names the County; its elected and appointed officials, agents, and employees as well as the State; its elected and appointed officials, agents, and employees as additional insured. Insurance coverage shall be from companies authorized to do business within the State of Washington with a "Best's Reports rating of A-, Class VII or better unless an exception is given in writing by the County. The Contractor shall provide Certificates of Insurance to the County documenting compliance with the insurance requirements specified in this Agreement. The Contractor shall cause the insurer to immediately notify the County in the event of cancellation or non-renewal of coverage. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance afforded to or maintained by the County. The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by insurance.

a Liability Insurance:

Liability insurance, including coverage for bodily injury and property damage, which will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

b Professional Liability Insurance (PL):

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

c Business Automobile Liability Insurance:

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport of patients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit. The Contractor's carrier shall provide the County with a waiver of subrogation or name the County as an Additional Insured.

23. Liability and Indemnifications

Each party to this Agreement shall be responsible for the acts and/or omissions of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. The Contractor shall defend, indemnify, and hold harmless, the County, its directors, officers, agents and employees from any claims or liabilities for damages to persons or property caused by the acts and omissions of the Contractor or its agents, officers, employees and assigned staff.

24. Termination of Contract

a. Termination Due to Change in Funding

If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

b. Termination for Convenience

Either party may terminate this Agreement in whole or in part, for any reason, by giving at least one hundred twenty (120) calendar days' written notice (see item 5.a). In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the patients served under this Agreement.

c. Termination for Default

(1) Contractor Failure to Perform:

The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:

(a) Failed to meet or maintain any requirement for contracting with the County;

(b) Failed to perform under any provision of the Agreement;

(c) Failed to ensure the health or safety of any patient for whom services are being provided under the Agreement;

(d) Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or

(e) Otherwise breached any provision or condition of the Agreement.

(2) Notification to Contractor:

Before the County may terminate the Agreement for default, the County shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a patient's health or safety is in jeopardy, or if the Contractor has violated any law, regulation, rule, or ordinance applicable to the services provided under the Agreement.

(3) County Failure to Perform:

The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the County, if the Contractor has a reasonable basis to believe that the County has:

(a) Failed to meet or maintain any requirement for contracting with the Contractor;

(b) Failed to perform under any provision of the Agreement;

(c) Failed to ensure the health or safety of any patient for whom services are being provided under the Agreement;

(d) Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or

(e) Otherwise breached any provision or condition of the Agreement.

(4) Notification to County

Before the Contractor may terminate the Agreement for default, the Contractor shall provide the County with written notice of the County's noncompliance with the Agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

(5) Contract termination shall not be grounds for a fair hearing for a service applicant or a grievance for a recipient if similar services are still available within the county.

d. Termination Procedure

The following provisions apply in the event this Agreement is terminated:

(1) Cease Performance

The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of patients, distribution of property, and termination of

services.

(2) Delivery of Assets

The Contractor shall immediately deliver to the County contact person (or to his or her successor) listed on the first page of the Agreement, all County assets (property) in the Contractor's possession, including any material created under the Agreement. Upon failure to return County or DSHS property within ten (10) working days of the Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County or DSHS that is in the possession of the Contractor pending return to the County. Nothing in this paragraph shall limit the County's rights pursuant to this Agreement or law, nor shall limit the County's remedies at law.

(3) Payment of Services

The County shall be liable for and shall pay for only those services authorized and provided through the date of termination. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by the County.

(4) Final Payment

If the County terminates the Agreement for default, the County may withhold a sum from the final payment to the Contractor that the County determines to be necessary to protect the County from loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under the Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under the Agreement.

e. The termination of this contract shall not be grounds for a fair hearing for service applicants or a grievance for treatment recipients if similar services are immediately available in the County.

25. Debarment Certification.

The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any State or Federal department or agency.

26. Other Requirements.

a. Access to Services

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

(1) The person's drug(s) of choice.

(2) The fact that a patient is taking medically-prescribed medications.

(3) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.

(4) Washington State resident's Contractor of residence. The Contractor shall, subject to available funds and service availability, serve all eligible Washington State residents who may be transient and require services.

b. Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor shall:

(1) Ensure all services and activities provided 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.

c. Single Source Funding

The Contractor understands

(1) That Single Source funding means that the Contractor 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 Contractor in TARGET defines the single source of funds to be used to fund the treatment services provided to an individual patient.

27. Audit Requirements.

If the Contractor recives more then $500,000.00 in Federal funding then the Contractor is subject to OMB Circular A-133 audit requirements. If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the DSHS Contact a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

Exhibit A

Awards and Revenues (A&R)

2011-2013 Biennium

CONTRACTOR CRRC
CONTRACT 11-13

The above named Contractor, is hereby awarded the following amounts for the purposes listed

REVENUE SOURCE CODE: | **TYPE OF SERVICE** | **AWARD AMOUNTS**

		SFY 12	SFY 13	11-13 Biennium
334.04.6X	**State Grant-in-Aid**	**$988.54**	**$0.00**	**$988.54**
	State GIA for Direct Billing	$847.92	$0.00	$847.92
	State GIA - T19 Match	$140.62	$0.00	$140.62
Total State Funds		**$988.54**	**$0.00**	**$988.54**
TOTAL ALL AWARDS		**$988.54**	**$0.00**	**$988.54**

Federal CFDA:
Title XIX - CFDA 93.778

Exhibit B

SERVICE RATES PLAN 11-13 BIENNIUM
Contractor: CRRC

BARS CODE	TYPE OF SERVICE	Type of Unit Indicate client hrs, staff hrs, bed days **or** Not Applicable	Low Inc. Rates 11-13	Medicaid Rates 11-13
53	Outpatient Treatment Adult Group The	Per 15 Minute Unit	$10.36	$4.82
54	Outpatient Treatment Adult Individual	Per 15 Minute Unit	$25.97	$19.26
55	Outpatient Treatment PPW Group Ther	Per 15 Minute Unit	$10.36	$4.82
56	Outpatient Treatment PPW Individual T	Per 15 Minute Unit	$25.97	$19.26
57	Outpatient Treatment Youth Group The	Per 15 Minute Unit	$14.04	$6.36
58	Outpatient Treatment Youth Individual	Per 15 Minute Unit	$25.97	$19.26
64	Case Management Adult	Per 15 Minute Unit	$0.00	$10.12
65	Case Management PPW	Per 15 Minute Unit	$0.00	$10.12
66	Case Management Youth	Per 15 Minute Unit	$0.00	$10.12
72	Assessment - Adult	Per Assessment	$135.20	$115.17
73	Assessment - PPW	Per Assessment	$135.20	$115.17
74	Assessment - Youth	Per Assessment	$135.20	$115.17
78	Expanded Assessment	Per Assessment	$187.20	$187.20