

CONTRACT AMENDMENT			DSHS CONTRACT NUMBER: 1163-27314	
			Amendment No. 04	
This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.			Program Contract Number	
			Contractor Contract Number	
CONTRACTOR NAME Kittitas County		CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS 507 North Nanum Street, Suite 102 Ellensburg, WA 98926-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 192-002-673	DSHS INDEX NUMBER 1225	
CONTRACTOR CONTACT Norman Redberg	CONTRACTOR TELEPHONE (509) 925-9821	CONTRACTOR FAX () -	CONTRACTOR E-MAIL ADDRESS normredberg@hotmail.com	
DSHS ADMINISTRATION Aging and Disability Services Administration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1611CS-63	
DSHS CONTACT NAME AND TITLE Tiffany Villines Administrator		DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE (360) 725-3726	DSHS CONTACT FAX (360) 586-0341		DSHS CONTACT E-MAIL ADDRESS tiffany.villines@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No			CFDA NUMBERS 93.959	
AMENDMENT START DATE 07/01/2013		CONTRACT END DATE 06/30/2015		
PRIOR MAXIMUM CONTRACT AMOUNT \$721,623.00	AMOUNT OF INCREASE OR DECREASE \$203,329.00		TOTAL MAXIMUM CONTRACT AMOUNT \$924,952.00	
REASON FOR AMENDMENT: CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT				
ATTACHMENTS . When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: Additional Exhibits (specify): This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.				
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Obie O'Brien Chairman BCC		DATE SIGNED 8/20/13
DSHS SIGNATURE 		PRINTED NAME AND TITLE Michael Rice, Sr. Contracts Manager DBHR Contracts		DATE SIGNED 8/26/13

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1 Definitions.

The following definitions are either new to the contract or modified from previous versions:

- a. "Behavioral Health Administrator or BHA" means the DSHS contact identified on page one of this Contract.
- b. "BHISA" means Behavioral Health and Integrated Service Administration
- c. "Prevention System Manager" (PSM) means the designee assigned by the BHA to manage day to day responsibilities associated with this Contract.
- d. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g. 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.

2 Purpose.

The purpose of this contract is to:

- a. Extend the life of the current County contract for Treatment and Prevention outpatient services scheduled to expire June 30, 2013 by an additional six months.
- b. Add funding to cover services through the contract period.
- c. Modify language to update the contract content for all Counties.
- d. Add elements to the contract which are required for the term of the contract.

Items left unchanged remain in force.

3 Contract Term.

The term of this contract is amended to extend from July 1, 2013 until June 30, 2015

4 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:

The section on Admission Priority Populations is deleted and replaced with the following:

a. Admission Priority Populations

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

(2) 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 96131 and 42 USC 300x-27):

- (a) Pregnant injecting drug users
- (b) Pregnant substance abusers
- (c) Injecting drug users

b. Background Check (RCW 43.43, WAC 388-877-0500)

Background Check language is deleted and replaced with the following:

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

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

c. Waiting List is deleted and replaced with the following:

(1) Waiting List Requirements: All publicly-funded treatment agencies shall:

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

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

d. Screening and Assessment

Add the following to the list of Screening and Assessment services:

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

e. Youth Outpatient Services

Add the following language to Youth Outpatient Services:

Youth Outpatient services, described in the Statement of Work above, will be delivered in accordance with the DSHS Guiding Principles listed below.

Guiding Principles for Youth Services

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

(2) Family-focused and Youth-centered: Services and interventions are family-focused and child-

centered from the first contact with or about the family or child.

- (3) Team-based: Services and supports are planned and delivered through a multi-agency, collaborative teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.
- (4) Natural Supports: The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith-based organizations). The recovery plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.
- (5) Collaboration: The system responds effectively to the behavioral health needs of multi-system involved youth and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance abuse, primary care, and education systems.
- (6) Culturally Relevant: Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the youth and family and their community.
- (7) Individualized: Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each youth and family. They are altered when necessary to meet changing needs and goals or in response to poor outcomes.
- (8) Outcome-based: Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes.

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

The introductory language is modified to read:

The Contractor shall ensure the following assessment requirements in addition to standard assessment services pursuant to WAC 388-805-310:

All other language in this section remains in force.

5 Subcontractor Monitoring

The following language is added as item a.

- a. The Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:
 - (1) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
 - (2) Copy of the contractor's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
 - (3) Certify in writing that the subcontractor meets all requirements under the contract and that the

subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

All remaining sections are automatically renumbered as b. through d. and remain in force.

6 Consideration for Treatment Services.

- a. The maximum consideration for this amendment is identified on the Awards and Revenues document attached as Exhibit A. The total maximum contract amount is increased by \$203,329 from \$721,623 to \$924,952 as identified on Page 1 of the amendment.

The following language is inserted as item b.

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

All remaining sections are automatically renumbered as c. through i. and remain in force.

7. Advance Payment and Billing Limitations.

The following language replaces the language in sections a. and b. of the Advance Payment and Billing Limitations section of the contract.

- a. Advance Payment

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

- b. Authorized Services

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

- (1) Timely Billing

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

- (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 or funds are decreased from 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 A-19 invoice. The Contractor shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

All remaining sections, items c. through e. remain unchanged and in force.

8. Incentive Research Project

The following language is added:

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

- a. Brandeis University will randomize the list of qualifying agencies and place each agency into one of three or one of four categories ("arms").
- b. Because of the small number of detox facilities, they will be randomized into one of the following three:
 - (1) Control group
 - (2) Incentives only
 - (3) Alerts Only
- c. Outpatient agencies will be randomized into one of the following:
 - (1) Control group
 - (2) Incentives only
 - (3) Alerts Only
 - (4) Incentives and Alerts
- d. Funding for incentive award payments is provided by DSHS.
 - (1) These funds are pooled and not reflected in the Awards and Revenues (A&R) attachment.
 - (2) The earned incentive award payments shall be passed through to the subcontracted providers or directly to the agency providing services that are identified by DSHS as a quarterly awardee.
 - (3) The County is authorized to take up to an 8% administrative fee for each award and therefore may receive additional funding over and above that identified on the A&R.
- e. By September 30, 2013 DSHS will kick off the start of the program with information and a Webinar opportunity about:
 - (1) The randomization process
 - (2) The requirements for identification as a qualifying agency
 - (3) The award formula which identifies those who have earned an award based on a calculation using a combination of:
 - (a) Achievement points

(b) Improvement points

f. DSHS will notify you in writing and/or by e-mail of the status of your subcontractors as to:

- (1) Which have qualified to participate in the project
- (2) Into which each of the categories in a. above it has been placed after the randomization
- (3) If any of your providers have achieved an incentive award payment and the amount awarded
- (4) Provide a separate A-19 for billing purposes that will cover only the incentive payments.

g. The County shall:

- (1) Familiarize itself with the incentive program and be prepared to answer basic questions from subcontractors about the project.
- (2) Forward the information provided to the County in section c. above to all qualified subcontractors.
- (3) Within 10 days of receiving the awardee list from DSHS, notify each awardee agency in writing and/or by electronic means that they have achieved an incentive award and to expect to receive it within the quarter following the quarter in which the reward was achieved.
- (4) Send the separate A-19 for the project to Eric Larson at Eric.Larson@dshs.wa.gov or designee who will review and forward valid A-19s for payment.

9 TARGET: All TARGET Language is replaced with the following:

TARGET2000 Requirements.

a. Access and Security Requirements

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

- (1) At least one trained primary and one trained backup data operator must have a User ID from the secure Access Washington (SAW) system.
- (2) Procedures are implemented to ensure that there is no sharing of User IDs, pass phrases or TARGET logon information and that new employees requiring access do not make use of User IDs issued to others.
- (3) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.
- (4) The TARGET Helpdesk (888-461-8898)
- (5) The Contractor shall ensure:
 - (a) The Helpdesk is notified within three (3) business days regarding a staff member who holds a User ID for access to TARGET who resigns or is terminated.

- (b) The Helpdesk is notified when new staff needs access to TARGET data so an ID can be created.
- (c) Relevant Contractor staff has access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.
- (6) The Contractor may enter into a qualified Service Agreement with another organization to meet TARGET Program Agreement reporting requirements and shall ensure section a. (1)-(4) above are included in the Service Agreement.
- (7) The instructions for new users are available through the DBHR website or through the TARGET Helpdesk.

b. Data Protection

The Contractor shall:

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

c. Data Disposition

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

d. Requirements for Patient and Client Treatment Encounter DATA

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

The Contractor shall:

- (1) Enter the date of first contact is input to TARGET within 3 days.
- (2) Enter all information into TARGET on or before the 10th day of the month after the month in which service was provided.
- (3) Ensure all reporting requirements are met.
- (4) Enter full and complete patient and client information including but not limited to Interim Waiting List Services, Assessment Services and Treatment Services, is entered into TARGET.
- (5) Provide special TARGET-based reports to the DSHS RA as requested
- (6) Prior to the implementation of a new program of service, the Contractor and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.
- (7) To ensure on-time payment of submitted invoices

(a) All target data must be input no later than the 10th of the month after the month in which service was provided.

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

All other terms and conditions of this Contract remain in full force and effect.

**AWARD AND REVENUES
2013-2015 Biennium**

COUNTY Kittitas
PROGRAM AGREEMENT NUMBER 1163-27314

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

**REVENUE
SOURCE
CODE:**

TYPE OF SERVICE

AWARD AMOUNTS

		<u>SFY 14</u>	<u>SFY 15</u>	<u>Biennial Funds</u>	<u>Total 13-15 Biennium</u>
333.99.59	SAPT Grant-in-Aid	\$18,237	\$0		\$18,237
	<i>SAPT Base</i>	<i>\$18,237</i>	<i>\$0</i>		<i>\$18,237</i>
	<i>Prevention</i>	<i>\$0</i>	<i>\$0</i>		<i>\$0</i>
334.04.6X	State Grant-in-Aid	\$117,527	\$0		\$117,527
	<i>State GIA Administration/County</i>	<i>\$13,857</i>	<i>\$0</i>		<i>\$13,857</i>
	<i>State GIA Administration/Agency</i>	<i>\$13,857</i>	<i>\$0</i>		<i>\$13,857</i>
334.04.6X	Criminal Justice Treatment Account (Biennial)			\$39,959	\$39,959
334.04.6X	Drug Court - State Funds	\$0	\$0		\$0
	<u>STATE - SPECIAL PROJECTS</u>	\$4,016	\$0		\$4,016
334.04.6X	<i>TANF Treatment Services</i>	<i>\$4,016</i>	<i>\$0</i>		<i>\$4,016</i>
334.04.6X	<i>CA Parents in Reunification</i>	<i>\$0</i>	<i>\$0</i>		<i>\$0</i>
		\$23,590	\$0	\$0	\$23,590
	<u>FEDERAL GRANTS</u>				
333.97.78	<i>TXIX -Fed Waiver for DL and ADATSA clients ONLY</i>	<i>\$23,590</i>	<i>\$0</i>		<i>\$23,590</i>
Total Federal Funds		\$41,827	\$0	\$0	\$41,827
Total State Funds		\$121,543	\$0	\$39,959	\$161,502
TOTAL ALL AWARDS		\$163,370	\$0	\$39,959	\$203,329

Total funds awarded for the period 07/01/2013 to 06/30/2013 (SFY 12 & SFY13) \$721,623

Federal CFDA:

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

Title XIX - CFDA 93.778

Criminal Justice Treatment Account

Criminal Justice Treatment Account (CJTA) funds are awarded to counties on a biennial basis.

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

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

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