

**Kittitas County  
Substance Abuse Treatment Agreement**

**13-15 Contract Amendment 2**

This Agreement is by and between Kittitas County, hereinafter referred to as "County" and Alcohol Drug Dependency Services, hereinafter referred to as the "Contractor."

County Contact:

Kittitas County Board of  
Commissioners  
205 W. 5<sup>th</sup> Room 110  
Ellensburg, WA 98926  
(509) 962-7508

Contractor Contact:

Norman W. Redberg, Director  
Alcohol Drug Dependency Services  
507 N. Nanum St., Rm. 111  
Ellensburg, WA 98926  
(509)925-9821

For purposes of this Agreement, the Contractor is considered a:

☒ Subrecipient      ☐ Vendor

Agreement Start Date:

**July 1, 2013**

Agreement End Date:

**June 30, 2015**

Maximum Agreement Amount:

**\$626,707.00**

**EXHIBITS:** The following exhibits are attached and incorporated into this Agreement by reference:

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

## **1. Definitions.**

- a. "Assessment" means diagnostic services provided by a CDP or CDP trainee under CDP supervision to determine a client's involvement with alcohol and other drugs. See WAC 388-877 & 388-877B for a detailed description of assessment requirements.
- b. "Awards and Revenues" or "A&R" details the County's Awards and Revenues attached as Exhibit B
- c. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.
- d. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.
- e. "BHSIA" means the Behavioral Health and Service Integration Administration.
- f. "Boilerplate Language" means the standard contract language, including General and Special terms, which will be common to all subcontracts issued by the County for provision of the services required by this Contract.
- g. "Capacity Management" means a continually updated system for identifying treatment capacity for clients who cannot be admitted and a mechanism for matching clients to treatment programs with sufficient capacity.
- h. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- i. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County and approved by DSHS.
- j. "Contract Manager" means the DSHS contact identified on page one of this Contract.
- k. "Contractor" means the agency identified in contractor contact section of page one of this document.
- l. "County Community Services" means the state, SAPT and grant funding allocated to the County by the state and is a term used in TARGET.
- m. "County Coordinator" means the person designated by the legislative authority of a County to carry out administrative and oversight responsibilities of the County chemical dependency and prevention programs.
- n. "Criminal Justice Treatment Account Funds" means a state revenue source appropriated for drug and alcohol treatment and support services for offenders.

- o. "Data" means information that is disclosed or exchanged as described by this Contract.
- p. "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.
- q. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- r. "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.
- s. "Drug Court Funds" means funds appropriated for drug and alcohol treatment and support services for offenders within a Drug Court Program.
- t. "DSHS Contact" means the DSHS Contact staff identified on page one of this Contract.
- u. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified in Exhibit B, A&R.
- v. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR located at:  
  
<http://www.dshs.wa.gov/dbhr/daprovider.shtml>
- w. "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.
- x. "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.
- y. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g., TANF, SSI) or medical assistance program (Categorically Needy, Medically Needy, Medical Care Services). They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.
- z. "Interim Services" means services offered to an eligible patient denied admission to treatment due to a lack of capacity.

- aa. "Intravenous Drug User" (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.
- bb. "Low-Income Patient" means that individual whose gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines as eligible for low-income services. These individuals are eligible to receive services partially supported by County Community Services.
- cc. "Media materials and publications" means:
  - (1) News Release: A brief written announcement your agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
  - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
  - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the County's contacts with reporters.
  - (4) Donated Media: Also known as public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors. Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube and similar sites.
- dd. "Medicaid State Match" means those funds allocated and identified in the County's Service Rates Plan, from the state Awards provided under this Contract to pay the state's share of the costs of services provided to Medicaid-eligible clients.
- ee. "Opiate Substitution Treatment Services" (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.
- ff. "Patient" means individuals who are actively receiving assessment or treatment services.
- gg. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- hh. "P-I-T-A" means Prevention, Intervention, Treatment and Aftercare.
- ii. "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).
- jj. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business on the fifteenth (15th) of each month for prevention activities provided during the previous month.
- kk. "Prevention System Manager" (PSM) means the designee assigned by the DSHS Contact to manage day to day responsibilities associated with this Contract.
- ll. "Resource Development" means Expenditure types allowable through the Substance Abuse Prevention and Treatment (SAPT) Block Grant that can be billed with SAPT treatment under FISCAL/PROGRAM REQUIREMENTS 99 beginning January 1, 2014, these include:
  - (1) Planning, coordination, and needs assessment; including local personnel salaries prorated for time spent in planning meetings, data collection (i.e. TARGET), analysis, writing and travel. It also includes operating costs such as printing, advertising, and conducting meetings. Any contracts with community-based organizations or local government for planning and coordination fall into this category, as do needs assessment projects to identify the scope and magnitude of the problem, resources available, gaps in services, and strategies to close those gaps.
  - (2) Quality assurance; this includes activities to assure conformity to acceptable professional standards and to identify problems that need to be remedied.
  - (3) Program development; this includes consultation, technical assistance, and materials to support subcontracted providers and planning groups.
- mm. "Revenues" or "County Participation Match" means the County's cost share of this Contract, as identified in the Awards and Revenues Exhibit.
- nn. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the County and states the negotiated reimbursement rate for the service and applies to treatment services only.
- oo. "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.
- pp. "Treatment Data" means information input to TARGET to record treatment services provided to patients. This information will be used to verify services identified in A-19 invoices prior to payment and work towards entering input data into TARGET by the end of 7<sup>th</sup> calendar day after the date of service.

- qq. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the County. The TPW identifies the type of service provided by each subcontractor and indicates if the subcontractor may bill Medicaid.
- rr. "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.
- ss. "Young adult" means a person or patient from age 18 through age 20.
- tt. "Youth" means a person or patient from age 10 through age 17.

## **2. Intent.**

- a. The Kittitas County Commissions (County) and Alcohol Drug Dependency Service (ADDs) intend to operate a high quality substance abuse program for the benefit of the citizens of Kittitas County. The operation of this program shall be in keeping with all applicable statutes and related administrative codes including but not limited to: RCW 70.96A, RCW 69.54, WAC 388-805 and WAC 388.24.
- b. The County, ADDs, and other entities have historically operated the substance abuse program in Kittitas County through the office of a County Coordinator. In an effort to maximize the resources available to direct consumer services, the County desires that ADDs assume the role of delivering and coordinating substance abuse services to the extent prudent considering the needs of the citizens of Kittitas County, effective quality control, and Commissioner oversight responsibilities.
- c. It is the intent of the County and ADDs that savings accruing from this reduction in administration be directed to the support of direct services.

## **3. ADDs will:**

- a. Fulfill the requirements for Kittitas County set forth in the Basic Interagency Agreement and the current County Program Agreement, as amended from time to time, between DSHS, and the County.
- b. Maintain all necessary licenses to carry out the duties of this agreement. Specifically ADDs agrees to provide services within the terms of RCW 70.96A, RCW 69.54, WAC 388-810, WAC 388-877 and WAC 388-877B or their replacement.
- c. Provide Substance Abuse program coordination duties to the County's Substance Abuse Advisory Board and participate in its meetings, assistance in the development of a County substance abuse strategic plan and funding priority plan, representation at Association of County Human Services (ACHS) and special meetings, representation at other meetings of appropriate organizations, subcontracting with other providers within the Kittitas County Substance Abuse program as appropriate, resource management and other duties as may be agreed upon with the County.



- d. Within available resources, deliver ADDS services in accordance with the County's substance abuse strategic plan and funding priorities.
- e. At the pleasure of the County, allow its representative to serve as the County's delegate to the ACHS Board of Directors.
- f. Bill the County monthly for services provided according to the rates set forth in the Service Rates Plan, attached as Exhibit C.
- g. Be responsible for all reports required of the County by DBHR and other relevant laws and administrative codes.
- h. Provide regular reports to the County and to the County Substance Abuse Advisory Committee on substance abuse issues arising at the local, regional, state, and national level. In addition ADDS will provide the County and the County's Substance Abuse Advisory Board with ADDS audit reports (specifically those from the State of Washington, as related to Kittitas County), corrective action plans and similar documents for review in a timely manner following their receipt by ADDS.
- i. Provide to the County at least annually those records necessary to satisfy County audit requirements.
- j. Send all contracts and amendments through the County grant review process prior to contract execution and provide copies of fully executed contracts and contract amendments to the Commissioners' Office and the Auditor's Office.
- k. Promptly (within 30 days of receipt of bill under 4.g below) pay all bills received from the County. ADDS will pay from the Funds designated by this contract as being from administrative expenses. ADDS and the County may agree to additional expenses, but all such agreements shall be made in writing prior to ADDS incurring any such obligation

**4. Kittitas County will:**

- a. Retain responsibility for and complete duties in the agreements and other documents incorporated by reference which cannot by statute or administrative code be delegated to another entity.
- b. Consult with ADDS prior to signing any revision to any agreement or document incorporated in this Statement of Work by Reference. This consultation is to permit ADDS a reasonable time to assist the County in negotiating any necessary changes in these agreements, to negotiate modifications to this agreement or to exercise its right to terminate this agreement.
- c. Notify the Division of Behavioral Health and Recovery (DBHR) or other appropriate governmental entities that it has delegated coordination of its County program to ADDS and direct that such organizations communicate with ADDS regarding current issues, procedures and related issues.
- d. Delegate the responsibility of the Kittitas County Designated Chemical Dependency Specialist to the Director of ADDS.

- e. Notify the ACHS of its appointed representative.
- f. The County will reimburse ADDS for services provided under this contract from state funding provided for that purpose. No County general funds will be used.
- g. Bill ADDS for administrative expenses at the following mutually agreed rates and amounts: Time spent by Deputy Prosecutors at \$115/hr (charged by the 0.1 (tenth) of the hour); Time spent by employees of the Auditor's Office at the actual expense incurred by the County. **DISCLAIMER** – This is not meant to establish an attorney client relationship between ADDS and the Prosecutor's Office but to provide appropriate Attorney's fees to the Contractor as part of its administrative expense.

**5. Both Parties Will:**

- a. Except were otherwise specified in item 14 of this agreement provide a minimum of 120 days of notice of intent to terminate this agreement so as to insure a clinically appropriate termination or transfer of consumer care.
- b. Maintain on-going communication regarding the state of the substance abuse program in Kittitas County.
- c. This agreement may be amended from time to time by mutual agreement of the parties.
- d. Provide any notice in writing and deliver notices to the appropriate addresses listed on page 1 of this contract.

**6. Applicable Law.**

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

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

- a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

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

- b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

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

- c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant  
  
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rgn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12>
- d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133  
  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/) (scroll just over halfway down the page)
- e. Washington Administrative Code, Department of Social and Health Services (WAC) Chemical Dependency assistance programs 388-800, Certification Requirements 388-877 & 388-877B, WorkFirst 388-310  
  
<http://apps.leg.wa.gov/wac/default.aspx?cite=388>  
  
Washington Administrative Code, Department of Early Learning 170.295, 170.296  
  
<http://apps.leg.wa.gov/wac/default.aspx?cite=170>
- f. Revised Code of Washington (RCW)  
  
Counselors 18.19, CDP's 18.205, Regulation of Health Professions 18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34.  
  
<http://apps.leg.wa.gov/rcw/>
- g. Fiscal/Program Requirements (Formerly BARS)  
  
"Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR located at:  
  
<http://www.dshs.wa.gov/dbhr/daprovider.shtml>
- h. At all times during the term of this Agreement and Program Agreement, the County and Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.

**7. Purpose.**

The purpose of this Amendment is for the Contractor to provide chemical dependency prevention, treatment and support services as specified on page 3, generally in an outpatient setting, to eligible persons as part of the P-I-T-A continuum. These services and activities are identified and defined in RCW 70.96A and WAC 388-877 & 388-877B.

**8. 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.

**9. Requirements.**

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

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.

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

b. Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor shall:

- (1) Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.
- (3) Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

c. Continuing Education

- (1) Ensure that continuing education is provided for employees. (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- (2) Continuing Education for Youth Counselors

When working 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.

d. Single Source Funding

The Contractor shall ensure:

- (1) Only one source of funds is used 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 in TARGET defines the single source of funds to be used to fund the treatment services provided to an individual patient.

e. Audit Requirements.

(1) Contractor Audit

- (a) If the Contractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.
- (b) If the Contractor is not subject to OMB Circular A-133, the County shall perform subrecipient monitoring in compliance with federal requirements.

f. Federal Block Grant Funding Requirements.

The Contractor shall comply with the following:

(1) Notice of Federal Block Grant Funding Requirement

The Contractor:

- (a) Is hereby notified that federal block grant funds are allocated for the delivery of services and activities under this Contract.
- (b) Shall comply with all conditions and requirements for use of federal block grant funds within this contract. (OMB A-133).

(2) 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 shall participate in the peer review process when requested by DSHS.

(3) Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all patients who are financially eligible to receive state or

federal assistance and are in need of services. No distinction shall be made between state and federal funding when providing the following services including, but not limited to:

- (a) Women's services
- (b) Intravenous drug user services
- (c) Tuberculosis services
- (d) Childcare services for parenting patients
- (e) Interim services

g. The following costs are considered unallowable uses of Federal Funds for this Agreement:

- (1) Costs of hospital inpatient services;
- (2) Cash payment to patients;
- (3) Purchase of permanent improvement of lands or facilities without written approval from DBHR and the federal granting authority;
- (4) Purchase of equipment with a cost of more than \$5,000 without written approval from DBHR and the federal granting authority;
- (5) Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds;
- (6) Carrying out any program of distributing sterile needles from the hypodermic injection of any illegal drug, or distributing bleach for the purpose of cleansing needles for such hypodermic injection;
- (7) Carrying out any testing for the etiologic agent for Acquired Immune Deficiency Syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling;
- (8) Services in a correctional setting, whether state, county, city, adult or juvenile;
- (9) The salary for an individual in excess of \$120,000 per year pursuant to Section 213 of P.L. 101-517;
- (10) Lobbying activities or an attempt to influence the award of any Federal contract, grant, loan, or cooperative agreement;
- (11) Youth tobacco enforcement;
- (12) 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.

- (13) Chief executive: The salaries and expenses of the chief executive of a political subdivision are unallowable.
- (14) Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.
- (15) 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.
- (16) Depreciations of state financed property: Costs of depreciation of departmental property are unallowable.
- (17) 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.
- (18) Fines and penalties: Costs resulting from violations of or failure to comply with federal, state, and local laws and regulations are unallowable.
- (19) First class air accommodations: The difference in cost between first class air accommodations and less-than-first class air accommodations is unallowable, except when less-than-first class air accommodations are not reasonably available.
- (20) Fund raising: Costs of organized fund raising are unallowable.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) Losses: Costs of actual losses which could have been covered either by insurance or by contributions to a self-insurance reserve are unallowable.
- (25) 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.

- (26) Under-recovery of costs in other contract agreements: Any costs incurred in excess of the federal and state contribution under any other contract agreement is unallowable.

h. Other Requirements.

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

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

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

(2) Report Forms – **Treatment Only**

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

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

**10. 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. Contractor shall not subcontract any treatment services. Contractor remains responsible for all Agreement requirements that are performed or in any way impacted by subcontractors.

**11. 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) Will maintain records of additional monitoring activities in the contractor's subcontractor file and make them available to DSHS upon request including any audit and any independent documentation.

c. TARGET Monitoring

The County shall ensure 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.

## 12. Strategic Plan.

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

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

(1) Plan is Due: July 1, 2014

(2) Guidelines on process:

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

(3) Authorities:

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

- (a) Describes the services and activities to be provided;
- (b) Anticipated expenditures and revenues;

- (c) Plan must be prepared by the Contractor CD board and adopted by the Contractor legislative authority;
- (d) Reflect maximum effective use of existing services and programs, and;
- (e) Meet other conditions as defined by DSHS.

b. Block Grant requirements

County shall provide responses to the following Block Grant requirements:

- (1) Needs assessment (45 CFR 96.133, 45 CFR 96.122, and 42 USC 300x.29).
  - (a) Include copies of any other demographic reports used for the responses.
  - (b) What change, if any, does the data indicate since the last reporting period?
  - (c) How have the needs of the populations identified or other demographic report been met?
  - (d) What have been challenges and successes in meeting the needs?
  - (e) What strategies have been used to improve existing programs, create new programs, or actions taken to remove barriers?
- (2) Provide specialized services for pregnant women and women with dependent children (42 USC 300x-22(b)(1)(C) and 45 CFR 96.124(c)(e)).
  - (a) Describe treatment services within the count that are designed for pregnant women and women with dependent children.
  - (b) Describe how the County ensures subcontractors make available prenatal care and child care.
- (3) Provide continuing education for treatment and prevention staff (42 USC 300x-28(b) and 45 CFR 96.132(b)).
  - (a) Describe efforts made to ensure that training is made available to treatment and prevention staff.
  - (b) Describe what the County has done to ensure that subcontractors provide opportunities for staff to attend trainings.
- (4) Coordinate prevention activities and treatment services with other appropriate services. (42 USC 300x-29(c) and 45 CFR 96.132(c))
  - (a) Describe what activities or initiatives have been implemented to coordinate services.
  - (b) Provide details on work groups, task forces, or councils that have been developed to establish better coordination. What were the outcomes? What challenges have there been?

(c) Have there been activities to raise public awareness in communities?

(5) Additional Requirements:

(a) Strategies for monitoring the increased capacity need for Medicaid services.

(b) Details on how counties will meet Medicaid expansion including how the determination will be made to increase capacity and the subsequent processes.

(c) Address how counties will incorporate Systems of Care principles

(d) What steps will counties take to help support EBP's within their community.

(e) Details on how counties will support care coordination and linkages to primary health care.

(f) Identify Recovery Support Services and resources.

(6) CJTA:

(a) Requirements Specific to the Criminal Justice Section

A narrative describing how funds from the Criminal Justice Treatment Account (CJTA) allocation will be expended, to include:

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

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

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

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

- iii. Regional Project: A project in which a minimum of two (2) counties combine funding to provide treatment services to offenders.
- (c) A narrative of the type of project(s) chosen (see above) that includes:
  - i. A description of the project and how it will enhance treatment services
  - ii. Reason for choosing either a drug court or non-drug court project
  - iii. Number of persons that will receive services
  - iv. Measurable goals and objectives

### **13. Treatment Statement of Work.**

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

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

#### **b. OTHER treatment**

##### **(1) Access to Services**

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

- (a) The person's drug(s) of choice.
- (b) The fact that a patient is taking medically-prescribed medications.
- (c) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (d) Washington State resident's County of residence. The Contractor shall, subject to available funds and service availability, serve all eligible Washington State residents who may be transient and require services.

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

The 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 of priority populations with any funding source; and any patient being served with SAPT Block Grant funds.

- (2) A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours. The directory for these hospital-based detoxification programs for pregnant women is located in Appendix F in the DBHR Directory of Certified Chemical Dependency Programs in Washington State. Appendix F is located at <http://www.dshs.wa.gov/dbhr/dadirectory.shtml/gov/dbhr/dadirectory/APPNDXF.pdf>.

d. Waiting Lists Requirements

All publicly funded agencies shall:

- (1) Collect patient information as required on the DBHR TARGET Data Elements Waiting List-First Contact form, DSHS Form #04-444.
- (2) Enter the "Date of First Contact" into TARGET, at least every seven (7) days, by collecting data at the time the patient first contacts the agency to request services and is given a specific date for when services will begin.

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

- (1) The 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.
- f. Determine Patient Financial Eligibility: Low-income Services
  - (1) The Contractor shall ensure that all persons applying for services supported by Contractor Community Services are screened for financial eligibility and shall:
    - (a) Conduct an inquiry regarding each patient's continued financial eligibility no less than once each month.
    - (b) Document the evidence of each financial screening in individual patient records.
    - (c) Refer client to Health Plan Finder Website for eligibility determination.
  - (2) Low-income

The Contractor is authorized to and shall determine financial eligibility for patients.

#### Charging Fee Requirements – Low-income Patients

- (a) If any service defined in this Contract is available free of charge from the 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 and shall provide this information to its subcontractors. The Federal Poverty Guidelines can be found by accessing the Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/>.
- (c) For patients who are already receiving services who did not qualify for low-income services under the former eligibility requirement, but do qualify under the new eligibility requirement, the 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 the 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.
- (h) The minimum fee per counseling visit is \$2.00. The maximum fee per service is the reimbursement cost of the service provided as identified on the SRP.
  - i. Indigent patients are exempt from this fee requirement.
  - ii. Interim Services are exempted from this fee requirement.

g. Screening and Assessment

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

The 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 Contractor and Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/daprovider.shtml#dbhr>.
- (2) If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information shall be considered in the development of the treatment plan including appropriate referrals.
- (3) Documentation of the quadrant placement during the assessment process and again on discharge are input to TARGET.
- (4) Subcontractors receive training on the GAIN-SS process.
- (5) The maximum number of DBHR-funded assessments provided to each client, within a one (1) year period, is two (2).

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

(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 using Fiscal/Program Requirements codes including:

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

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

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

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

- (c) The Contractor shall ensure Fiscal/Program Requirements 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 endeavor 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 388-877 & 388-877B WAC: Requirements for chemical dependency assessments.

(6) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded chemical dependency treatment services the 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) Outpatient subcontractors are involved in the continuum of services and the treatment planning for youth they have referred to residential treatment programs.
- (7) Youth Outpatient Services, described in the Statement of Work above, will be delivered in accordance with the DSHS Guiding Principles listed below:

Guiding Principles for Youth Services

- (a) Family and Youth Voice and Choice: Family and youth voice, choice and preferences are intentionally elicited and prioritized during all phases of the process, including planning, delivery, transition, and evaluation of services.
- (b) Family-focused and Youth-centered: Services and interventions are family-focused and child-centered from the first contact with or about the family or child.
- (c) Team-based: Services and supports are planned and delivered through a multi-agency, collaborative teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.
- (d) Natural Supports: The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith-based organizations). The recovery plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.

- (e) Collaboration: The system responds effectively to the behavioral health needs of multi-system involved youth and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance abuse, primary care, and education systems.
- (f) Culturally Relevant: Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the youth and family and their community.
- (g) Individualized: Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each youth and family. They are altered when necessary to meet changing needs and goals or in response to poor outcomes.
- (h) Outcome-based: Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes.
- i. Intravenous Drug Users Outpatient Services (42 USC 300x-23 and 45 CFR 96.126)

The Contractor shall ensure:

- (1) Outreach is provided to IVDUs.
  - (a) Outreach activities shall be specifically designed to reduce transmission of HIV and encourage IVDUs to undergo treatment.
  - (b) Outreach models shall be used, or if no models are available which apply in the local situation, an approach is used which reasonably can be expected to be an effective outreach method.
  - (c) Outreach activities may include:
    - i. Street outreach activities
    - ii. Formal education
    - iii. Risk-reduction counseling at the treatment site
- (2) Assessment and treatment services are provided to IVDU patients (42 USC 300x-22 and 45 CFR 96.128)
  - (a) Comprehensive chemical dependency assessment and treatment services shall be provided to male and non-pregnant women no later than 14 days after the service has been requested by the individual.

- (b) Interim Services are provided to male and non-pregnant women if the patient cannot be placed in treatment within 14 days and comprehensive services are not immediately available.
- (c) The DSHS provided IVDU Report shall be completed and provided as part of the State annual reporting process.

j. 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) Subcontractors who are receiving SAPT grant funding give admission preference to pregnant and parenting persons who have been referred to treatment.
- (d) Upon request for services, pregnant, post-partum and parenting persons shall be offered Interim Services when comprehensive services are not immediately available.
- (e) Subcontractors whenever possible, assign gender specific counselors as primary counselors for pregnant, postpartum, and parenting patients.
- (f) Subcontractors make information/education available to treatment staff for addressing the specific issues related to pregnant, postpartum, and parenting patients.

(2) Chemical Dependency Assessment Services Specific to Pregnant Women

The 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 counseling on the effects of alcohol and drug use on the fetus.
  - (c) Services may continue to be provided for up to one year postpartum.
- (5) Services Specific to Parenting Persons

The 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.

k. Performance-based Goals

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

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

(1) Youth

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

If, during any monitored calendar quarter, the Contractor falls below the statewide average, the Contractor shall follow the process for correction in Section “l.” below.

- (b) Effective July 1, 2013, if the Contractor's baseline for 90-day retention performance is lower than the statewide average, the Contractor shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the 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 “m.” below.

(2) Adult

- (a) Effective July 1, 2013, if the Contractor is in good standing at or above the statewide average of 62% for 90-day retention, the Contractor shall maintain good standing.

If, during any monitored calendar quarter, the Contractor falls below the statewide average, the Contractor shall follow the process for correction in Section “l.” below.

- (b) Effective July 1, 2013, if the Contractor's baseline for 90-day retention

performance is lower than the statewide average, the Contractor shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the 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 “m.” below

I. Performance Goals Results/Actions for a Contractor falling below the statewide average.

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

- (1) Submit a Performance Improvement Plan (PIP) to the County within 45 days of notice by the County.
- (2) Have 90 days to return to the original individual 90-day retention baseline percentage.
- (3) Submit an updated PIP requesting an additional 90 days for performance improvement to the County, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

m. Performance Goals Results/Actions for a Contractor starting below the statewide average

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

- (1) Submit a Performance Improvement Plan (PIP) to the County within 45 days of notice by the County.
- (2) Have 90 days to 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.

n. Performance Review

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

County shall terminate the contract with the Contractor and re-procure for services.

(2) DSHS shall not pay for technical assistance.

o. Out-stationed Staff

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

p. Case Management (WAC 388-877 & 388-877B)

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 (JJRA) supervision; youth served under the CDDA program are not under JJRA supervision.
- (e) If a patient is receiving case management services through any other funding source from any other system (i.e. Mental Health, Children's Administration, and Juvenile Justice and Rehabilitation Administration). For Medicaid billings, youth in foster care through the DCFS who are receiving case management services through DCFS.
- (f) DSHS funds shall be the dollar of last resort for case management services.

(4) The 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 388-877 & 388-877B
- (g) Maximum time limitations for services billed under this 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.

q. Other Required Services

(1) Childcare Services (45 CFR 96.131).

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 170-296A.
- (d) Childcare provided at a treatment facility site shall be licensed or certified by the Department of Early Learning (DEL) in accordance with WAC 170-295.
- (e) Treatment subcontractors supply the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider when on-site childcare is not available. The information supplied by subcontractors shall include at a minimum:
  - i. Direction to the DEL website address for information on childcare services at <http://www.del.wa.gov/care>
  - ii. Direction to the DEL website address for information on selecting childcare services at: <http://www.del.wa.gov/care/find-facility/Default.aspx>
  - iii. Written verification indicating the location of the childcare services, the number of hours and length of child care authorization and the payment process for the type of care selected

(2) Screens and Urinalysis (UA) Testing

(a) General Requirements

The 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 County Minimum Urinalysis Testing Requirements document found accessing the Provider page of the DSHS Website: <http://www.dshs.wa.gov/DBHR/>.

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

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

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

(B) Other national laboratory certification body

- ii. Screening Tests

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

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

- iii. Confirmation Testing

(A) Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Tandem Mass Spectroscopy must automatically confirm all positive screens, with the exception of methadone. For

individuals on methadone, an immunoassay-screening reagent that detects EDDP (methadone) may be utilized.

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

iv. Chain of Custody and Tampering

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

v. Specimen Retention

- (A) Laboratories shall retain samples in a frozen condition, for those samples that tested positive, for a period of not less than six (6) months after the test results are sent to the provider.
- (B) All specimens subject to any court action shall be retained in a frozen condition until such time as the matter is disposed of by the court.

vi. Test Result Reporting

- (A) Initial results may be communicated by fax, carrier delivery, mail or electronically downloaded. Results communicated other than with the original report must be confirmed by mailing the originals to the subcontractor where the specimen originated, upon request.
- (B) Negative results will be communicated to the subcontractor where the specimen originated within twenty-four hours from receipt of specimens at the laboratory.
- (C) Positive results will be communicated to the subcontractor where the specimen originated within seventy-two (72) hours receipt of specimens at the laboratory.

vii. Forms and Supplies

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

(c) Alcohol Testing

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

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

- (a) The 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

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

(1) Criminal Justice Treatment Account (CJTA) (RCW 70.96A, RCW 70.96A.055: Drug Courts, RCW 2.28.170; Drug Courts) and Drug Court funding.

(2) The Contractor shall provide alcohol and drug treatment and treatment support services per Chapter 70.96A RCW: Treatment for alcoholism, intoxication, and drug addiction (formerly uniform alcoholism and intoxication treatment) to the following eligible offenders:

- (a) Adults with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges
- (b) Alcohol and drug treatment services and treatment support services to adult or juvenile offenders within a drug court program as defined in RCW 70.96A.055: Drug courts and RCW 2.28.170: Drug courts

(3) The Contractor receiving CJTA funds as identified in the A&R shall provide services to eligible criminal offenders and others in accordance with the Criminal Justice section of the County Strategic Plan.

(a) Service Rates

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

(b) CJTA Funding Guidelines

The Contractor shall use:

- i. No more than ten percent of the total CJTA funds for County administration.
- ii. No more than ten percent of the CJTA funds for administrative and overhead costs associated with the operation of a drug court.
- iii. No more than ten percent of the total CJTA funds for the following support services combined:

(A) Transportation

(B) Child Care Services

- iv. At a minimum thirty percent of the CJTA funds for special projects that meet any or all of the following conditions:
  - (A) An acknowledged best practice (or treatment strategy) that can be documented in published research, or
  - (B) An approach utilizing either traditional or best practice approaches to treat significant underserved population(s).
  - (C) A regional project conducted in partnership with at least one other County.

(c) Allowable/Unallowable Services

The Contractor may provide any of the following services:

- i. Title-XIX Set Aside
- ii. Community Outreach, Intervention, and Referral services. Restriction: Although Alcohol/Drug Information School is a component of Community Outreach, Intervention, and Referral Services, CJTA funds cannot be used to purchase Alcohol/Drug Information School services.
- iii. Interim Services
- iv. Outpatient Treatment, (adult and youth)
- v. Case Management, (adult and youth)
- vi. Screens and UA tests are limited to no more than eight (8) tests per month for each patient.

(d) Criminal Justice Treatment Account Special Projects Annual Report

The Contractor shall submit an annual progress report to the appropriate DSHS CONTACT that summarizes the status of the County's innovative project and includes the following required information.

- i. Type of project (acknowledge best practice/treatment strategy, significant underserved population(s), or regional)
- ii. Current Status:
  - (A) Describe the project and how it is consistent with your strategic plan.
  - (B) Describe how the project has enhanced treatment services for offenders.
  - (C) Indicate the number of offenders who were served using innovative funds.

(D) Indicate the cost of service per participant.

iii. Goals and Objectives:

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

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

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

iv. Evaluation Strategy:

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

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

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

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

s. Driving Under the Influence (DUI) repeat offender Services.

(1) For the time period January 1, 2014 through June 30, 2014, the Contractor shall provide court ordered chemical dependency assessment and treatment services for low-income or Medicaid eligible "repeat DUI offenders." Eligible individuals, defined as "repeat DUI offenders, must meet the following conditions:

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

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

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

(5) The Contractor shall:

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

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

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

i. Transportation

ii. Child Care Services

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

(a) Interim Services

(b) Outpatient Treatment,

(c) Case Management

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

(7) TARGET Requirements. The Contractor shall document “repeat DUI Offender” services in TARGET using the following codes:

(a) Contract Type – Criminal Justice

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

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

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

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

(9) The Contractor shall maintain documentation in the client’s file of the following:

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

(b) The order by a court that the client participate in chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders.

t. Incentive Project.

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

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

- (2) Because of the small number of detox facilities, they will be randomized into one of the following three:
  - (a) Control group
  - (b) Incentives only
  - (c) Alerts Only
- (3) Outpatient agencies will be randomized into one of the following:
  - (a) Control group
  - (b) Incentives only
  - (c) Alerts Only
  - (d) Incentives and Alerts
- (4) Funding for incentive award payments is provided by DSHS.
  - (a) These funds are pooled and not reflected in Exhibit B, Awards and Revenues.
  - (b) The earned incentive award payments shall be passed through to the subcontracted providers or directly to the agency providing services that are identified by DSHS as a quarterly awardee.
  - (c) The Contractor is authorized to take up to an 8% administrative fee for each award and therefore may receive additional funding over and above that identified on the A&R.
- (5) By September 30, 2013 DSHS will kick off the start of the program with information and a Webinar opportunity about:
  - (a) The randomization process
  - (b) The requirements for identification as a qualifying agency
  - (c) The award formula which identifies those who have earned an award based on a calculation using a combination of:
    - i. Achievement points
    - ii. Improvement points
- (6) DSHS will notify you in writing and/or by e-mail of the status of the County subcontractors as to:
  - (a) Which have qualified to participate in the project
  - (b) Into which each of the categories in a. above it has been placed after the randomization



- (c) If any of your providers have achieved an incentive award payment and the amount awarded
- (d) Provide a separate A-19 for billing purposes that will cover only the incentive payments.

(7) The Contractor shall:

- (a) Familiarize itself with the incentive program and be prepared to answer basic questions about the project.
- (b) Forward the information provided to the County in section (6) (b)-(c). above to all qualified subcontractors.
- (c) Within 10 days of receiving the awardee list from DSHS, notify each awardee agency in writing and/or by electronic means that they have achieved an incentive award and to expect to receive it within the quarter following the quarter in which the reward was achieved.
- (d) Send the separate A-19 for the project to Eric Larson at [Eric.Larson@dshs.wa.gov](mailto:Eric.Larson@dshs.wa.gov) or designee who will review and forward valid A-19s for payment.

u. Chemical Dependency Treatment Provider Worksheet.

(1) Certification

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

(2) Treatment Provider Worksheet (TPW)

- (a) The Contractor shall ensure the TPW is signed and received by the DSHS Contact.
- (b) The Contractor shall notify the appropriate DSHS Contact if the County adds or terminates a subcontract with any agency or branch facility, by submitting a revised Treatment Provider Worksheet to the appropriate DSHS Contact identified on page 1 of the Contract within five (5) business days of the change. The revised TPW shall include:
  - i. The name of the agency or branch facility whose subcontract has been added or terminated.
  - ii. The date the subcontract was added or the "as of" date of termination.
  - iii. If the subcontract was terminated, the effective date of the termination of the subcontract.

v. 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 96.131 and 42 USC 300x-27):
  - (a) Pregnant injecting drug users
  - (b) Pregnant substance abusers
  - (c) Injecting drug users

w. TARGET Requirements.

(1) Access and Security Requirements

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

- (a) At least one trained primary and one trained backup data operator must have a User ID from the secure Access Washington (SAW) system.
- (b) Procedures are implemented to ensure that there is no sharing of User IDs, pass phrases or TARGET logon information and that new employees requiring access do not make use of User IDs issued to others.
- (c) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.
- (d) The TARGET Helpdesk (888-461-8898) shall be contacted in the following situations:
  - i. When a staff member who holds a User ID for access to TARGET resigns or is terminated, the Helpdesk shall be notified within three (3) business days.
  - ii. The Helpdesk is notified when new staff needs access to TARGET data so an ID can be created.
  - iii. Relevant Contractor staff has access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.
- (e) The instructions for new users are available through the DBHR website or through the TARGET Helpdesk.

(2) Data Protection

The Contractor shall:

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

- (b) Ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Program Agreement period.
- (c) Take due care to protect said data from unauthorized physical and electronic access.

(3) Data Disposition

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

(4) Requirements for Patient and Client Treatment Encounter DATA

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

The Contractor shall:

- (a) Enter the date of first contact into TARGET at least every seven (7) days.
- (b) Work towards entering all information into TARGET by the end of the 7<sup>th</sup> calendar day after the date of service.
- (c) Ensure all reporting requirements are met.
- (d) Enter full and complete patient and client information including but not limited to Interim Waiting List Services, Assessment Services and Treatment Services, is entered into TARGET.
- (e) Provide special TARGET-based reports to the DSHS Contract Manager as requested.
- (f) Prior to the implementation of a new program of service, the Contractor and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.
- (g) To ensure on-time payment of submitted invoices  
  
Work towards all TARGET input data by the end of the 7<sup>th</sup> calendar day after the date of service.
- (h) Verification and reconciliation of TARGET data input will be made prior to payment.

x. Consideration.

(1) Maximum Consideration

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

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

(3) Fiscal Year Allocation and Exceptions

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

(4) Reimbursement Rates

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

- (a) The total amount of reimbursement, including reimbursement for administration costs, shall not exceed the Maximum Contract Amount identified in Exhibit B, Awards & Revenues.
- (b) The total amount of reimbursement for each Award shall not exceed the itemized Awards in Exhibit B, Awards & Revenues.
- (c) This contract is based upon rates that are fee-for-service, cost related or price related as defined in Fiscal/Program Requirements.

(5) Period of Performance Service Costs

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

(6) Allocating Medicaid Match

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

(7) 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:

- (a) 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.
- (b) 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.

- (c) Criminal Justice Match Requirement – the Contractor shall provide a local participation match of all DSHS provided criminal justice awards using the following formulas:
  - i. A dollar-for-dollar participation match for services to patients who are receiving services under the supervision of a drug court
  - ii. A ten percent participation match (as formulated in non-criminal justice, see f. 2. above) for services to patients who are not under the supervision of a drug court but against whom a prosecuting attorney in Washington State has filed charge
- (d) Local Cost Sharing Agreement: The Contractor shall submit a completed Local Cost Sharing Agreement, along with the June monthly A-19 Invoice Voucher, to the DSHS Contact annually.

(8) Award Adjustment Request

With regard to all services:

- (a) DSHS reserves the right to reduce the treatment funds awarded in this Contract if the County's expenditures for treatment services/activities fall below 85% of expected levels during any fiscal year quarter.
- (b) If DSHS decides to exercise the right to reduce treatment or prevention funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

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

(1) Invoice System

The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by County. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the County Auditor's Office, by the Contractor. The invoices shall describe and document to County's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 13. t. Consideration above, of this Contract.

(2) County Obligation for Payment

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

(a) Billing for Allowable Costs and Documented Costs

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

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

(3) Claims for Payment

The Contractor shall:

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

z. Billing for Medicaid-eligible Patients

- (1) The Contractor shall ensure the Medicaid billing process is used for all Medicaid-eligible patients.
- (2) Services to Medicaid patients shall be billed directly through the Medicaid billing process. Billing instructions for Medicaid can be found by accessing the Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/>.

aa. Billing for Non-Medicaid Patients

The Contractor shall send a properly completed invoice voucher and supporting documentation for services provided to non-Medicaid patients to the Auditor's Office.

bb. Administration Expenditure Limits

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

- (2) In the event money is removed from this Contract by written amendment, to maximize services in other areas of the state, the monthly billing for Administration Costs shall be adjusted accordingly based on the amount of eligible funds remaining.
- (3) The Contractor shall ensure that CJTA funds awarded in this contract are limited to the following conditions regarding administration:
  - (a) No more than 10% of the CJTA award is spent on Fiscal/Program Requirements Line Item 566.11 for County Administration.
  - (b) No more than 10% of the CJTA award is spent on Fiscal/Program Requirements Line Item 566.11 for Drug Court Administration.

cc. Timely Payment by the County

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

dd. 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.

ee. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the Contractor fails to maintain its reporting obligations under this Contract, 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:

DSHS or 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 DSHS or the County, with provisions of any WAC related to

chemical dependency treatment or Contract. The treatment facility will be notified by DSHS or 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. In the event the Contractor charges or accepts prohibited fees, DSHS or the County 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.

ff. Advance Payment and Billing Limitations.

(1) 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.

(2) 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.

(a) 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.

(b) Exception to 90-day billing limitation

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

- i. When additional funds are added to or funds are decreased from the Contract by written amendment, those services previously provided shall be entered in TARGET as "County Community Services".
- ii. When a billing submitted to the Medicaid payment system is denied due to ineligibility, the Contractor may submit a billing for the denied service using the approved invoice. The Contractor shall attach a copy of the Medicaid payment system denial to the invoice to document the denial.

(c) Multiple Payments for the Same Claim/Duplication

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



- ii. The Contractor shall not bill DSHS or the County for services performed under this Contract, and DSHS or 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:

- i. Designate Medicaid State Match, from state-funded awards that shall be allocated and identified on a DBHR-provided form.
- ii. Ensure that their designated Medicaid State Match is sufficient to cover the Contractor's expenditures for covered Medicaid chemical dependency treatment services during the Contract's period of performance.
- iii. Increase Medicaid State Match funds in the event the original amount of designated Medicaid State Match funds is less than the amount required to meet the covered Medicaid chemical dependency treatment service expenditures, and send revised SRP for approval to the DSHS Contact as designated on the DSHS/County Contract.
- iv. Ensure covered Medicaid chemical dependency treatment services for Medicaid-eligible patients are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.
- v. Maintain a Core Provider Agreement with the Health Care Authority (HCA).
- vi. Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility, and adhere to these policies and procedures.
- vii. Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.
- viii. The Contractor shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system.
- ix. With the exception of (x.) below, Title-XIX (Medicaid) eligible patients are not charged any fees for any reason including, but not limited to appointments for:
  - (A) Screening
  - (B) Brief risk intervention therapy
  - (C) Interim services
  - (D) Assessments

(E) Individual sessions

(F) Group sessions

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

(e) Awards

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

- i. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.
- ii. The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.

#### **14. 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

- (a) 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.
- (b) The County shall be entitled to all remedies available at law, in equity, or under the Agreement.
- (c) 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.
- (d) The County shall withhold the final payment to Contractor until the open (admitted for treatment services) cases in the TARGET reporting system have been discharged from the system.

(e) Final payment will not be issued until all services provided by the Contractor are verified by TARGET data reports.

- 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

## **20. 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.

## **21. 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.

**22. 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.

**23. Treatment of Client Property.**

The Contractor shall ensure that any adult client receiving services from the Contractor under the Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

**24. Ownership of Material.**

Material created by the Contractor and paid for by the County as a part of this Agreement shall be owned by the County or the entity providing the funding and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material at no charge to County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

**25. Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, the Contractor shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Agreement.

For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

**26. Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any

Confidential Information gained by reason of the Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:

as provided by law; or,

in the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

- b. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

Physically securing any computers, documents, or other media containing the Confidential Information.

- c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
- e. The compromise or potential compromise of Confidential Information must be reported to the County Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.



## Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

  - (d) Keeping them in locked storage when not in use
  - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

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

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

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

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

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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

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

<b>CONTRACTOR</b>	<b>ADDS</b>
<b>CONTRACT</b>	<b>13-15-2</b>

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

<u>REVENUE</u>		<u>AWARD AMOUNTS</u>			
<u>SOURCE</u>	<u>TYPE OF SERVICE</u>				
<u>CODE:</u>		<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	\$36,474.00	\$36,474.00		\$72,948.00
	SAPT Base	\$36,474.00	\$36,474.00		\$72,948.00
334.04.6X	State Grant-in-Aid	\$210,429.00	\$174,816.00		\$385,245.00
	State GIA Administration/County	\$23,521.00	\$18,373.00		\$41,894.00
	State GIA Administration/Agency	\$23,521.00	\$18,373.00		\$41,894.00
334.04.6X	Criminal Justice Treatment Account			\$128,860.00	\$128,860.00
334.04.6X	Drug Court - State Funds	\$0.00	\$0.00		\$0.00
	<u>STATE - SPECIAL PROJECTS</u>	\$8,032.00	\$8,032.00		\$16,064.00
334.04.6X	TANF Treatment Services	\$8,032.00	\$8,032.00		\$16,064.00
<b><u>FEDERAL GRANTS</u></b>					
333.97.78	*TXIX-Fed Waiver for DL and ADATSA clients ONLY	\$23,590.00	\$0.00		\$23,590.00
Total Federal Funds		\$60,064.00	\$36,474.00	\$0.00	\$96,538.00
Total State Funds		\$218,461.00	\$182,848.00	\$128,860.00	\$530,169.00
<b>TOTAL ALL AWARDS</b>		<b>\$278,525.00</b>	<b>\$219,322.00</b>	<b>\$128,860.00</b>	<b>\$626,707.00</b>

**Federal CFDA:**

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

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

**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.

**Exhibit C  
Service Rates Plan (SRP)**

SFY 2014-2015

		Medicaid Rates	Negotiated Rate	Type of Unit	Medicaid Rates	Negotiated Rate	Type of Unit
566							
31	Intervention and Referral		\$22.05	Service Hour			
34	Outreach		\$41.00	Service Hour			
36	Interim Services		\$41.00	Service Hour			
41	Crisis Services		\$57.22	Client Hour			
42	Acute Detoxification Services	148.36	\$170.61	Per Day			
43	Sobering Services			Service Hour			
44	Involuntary Commitment		\$250.00	Service Hour			
45	Sub-Acute Detoxification Services	108.36	124.61	Per Day			
51	Outpatient Treatment ADATSA-Group	4.82	\$10.36	Per 15 Minute	19.28	\$41.44	Per 60 Minute
51	1. Intensive Outpatient Tx ADATSA-Group	4.82	\$10.36	Per 15 Minute	19.28	\$41.44	Per 60 Minute
52	Outpatient Treatment ADATSA-Individual	19.26	\$25.97	Per 15 Minute	77.04	\$103.88	Per 60 Minute
52	2. Intensive Outpatient Tx ADATSA-Individual	19.26	\$25.97	Per 15 Minute	77.04	\$103.88	Per 60 Minute
53	Outpatient Treatment Adult-Group	4.82	\$12.00	Per 15 Minute	19.28	\$48.00	Per 60 Minute
53	3. Intensive Outpatient Tx Adult-Group	4.64	\$12.00	Per 15 Minute	18.56	\$48.00	Per 60 Minute
54	Outpatient Treatment Adult-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
54	4. Intensive Outpatient Tx Adult-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
55	Outpatient Treatment PPW-Group	4.82	\$12.00	Per 15 Minute	19.82	\$48.00	Per 60 Minute
55	5. Intensive Outpatient Tx PPW-Group	4.82	\$12.00	Per 15 Minute	19.82	\$48.00	Per 60 Minute
56	Outpatient Treatment PPW-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
56	6. Intensive Outpatient Tx PPW-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
57	Outpatient Treatment Youth-Group	6.06	\$13.00	Per 15 Minute	24.24	\$52.00	Per 60 Minute
57	7. Intensive Outpatient Tx Youth-Group	6.06	\$13.00	Per 15 Minute	24.24	\$52.00	Per 60 Minute
58	Outpatient Treatment Youth-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
58	8. Intensive Outpatient Tx Youth-Individual	19.26	\$22.14	Per 15 Minute	77.04	\$88.56	Per 60 Minute
62	Transportation						
64	Case Management - Adult	10.12	\$11.16	Per 15 Minute	40.48	\$44.64	Per 60 Minute
65	Case Management - PPW	10.12	\$11.16	Per 15 Minute	40.48	\$44.64	Per 60 Minute
66	Case Management - Youth	10.12	\$11.16	Per 15 Minute	40.48	\$44.64	Per 60 Minute
67	Childcare Services			Service Hour			
71	Assessment - ADATSA		\$148.82	Per Assessment			
72	Assessment - Adult	115.17	\$132.54	Per Assessment			
73	Assessment - PPW	115.17	\$132.54	Per Assessment			
74	Assessment - Youth	115.17	\$132.54	Per Assessment			
75	Assessment - DUI	115.17	\$132.54	Per Assessment			
77	Screening Tests and Urinary Analysis	8.74	\$10.05	Per Screen			
78	Expanded Assessment	177.69	\$204.34	Per Assessment			
79	TB Skin Tests	4.84	5.56	Per Test			
81	Intensive Inpatient Residential						
	1. Adult	90.18		Bed Day			
	2. Youth Level I	150.00		Bed Day			
	3. Youth Level II	188.68		Bed Day			
82	PPW Long-term Residential						
	1. W/children	126.45		Bed Day			
	2. without children	106.30		Bed Day			
83	Recovery House						
	1. Adult	41.14		Bed Day			
	2. Youth	128.40		Bed Day			
99	Miscellaneous						
	ADATSA - Expires 12/31/2013						