

**THIS AGREEMENT** is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Pacific County, hereinafter referred to as "County," and **Willapa Behavioral Health**, hereinafter referred to as "Agency."

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

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and other such terms and conditions incorporated by reference herein.

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

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

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

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

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

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

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

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to

sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

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

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

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

VIII. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

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

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

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

IX. **FINANCIAL REPORT REQUIREMENTS:**

- A. The Agency shall, if applicable:
1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.

2. Provide access to financial records by independent auditors.
  3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.
- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:
1. Annual financial audit, and
  2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).
- X. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.
- XI. **RELATIONSHIP OF THE PARTIES:** The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- XII. **INDEMNIFICATION:** All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. Agency shall defend, indemnify, and hold harmless Pacific County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or contractors. "County" as used in this Article means Pacific County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.
- XIII. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:
- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

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

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

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

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

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Agency's name, address, and contract number;
- E. be mailed or delivered to the Public Health and Social Services Department, 2109 Sumner Avenue, Suite 200, Aberdeen, WA 98520, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
- F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

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

Use of Federal Funds: Further, the Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of the Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

- B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
  2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
  3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

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

C. Termination for Other Grounds:

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

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;
5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

- E. Award Adjustment – If the Agency expenditures for detoxification and/or treatment services falls below 85% of expected levels during the fiscal year quarter, the County reserves the right to reduce the treatment funds awarded in this Agreement.. No reduction shall be made without 30 days prior written notice to the Agency specifying the reason for the reduction, the amount to be reduced, and the effective date of the reduction.



## PAYMENT PROVISIONS – CHEMICAL DEPENDENCY

As consideration for services, as described in the specific provisions of this contract:

- I. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. The total amount of reimbursement shall not exceed the Contract Amount, **\$210,400** (of which \$27,313 are Federal SAPT Block grant dollars and must be spent in compliance with the Federal SAPT Block Grant terms and conditions) as allocated in **Exhibit A- Budget**.
  - A. Title XIX funds shall not be billed to the County as reimbursement under this Agreement, but revenues from Title XIX are considered part of the program. These funds will be drawn down by DASA to meet the state match requirement for services provided by the Agency to Title XIX clients and billed in accordance with the Agency's Title XIX agreement with the state. Match set aside not to exceed **\$22,500**
  - B. Billing for services rendered to clients eligible for Title XIX shall constitute an overpayment.
  - C. All costs associated with services and activities funded through this contract must meet the requirements specified in **Exhibit B, DASA BARS Manual, July 2007**.
  - D. Prior to initiating an amendment to any or all parts of this contract, all current and up to date fiscal and client service levels must be documented and submitted to the County.
- II. Reimbursement:
  - A. The County will pay the Agency for non-Title XIX services on a fee-for-service basis as outlined in **Exhibit C, Low Income Rates**.
  - B. The County will pay the Agency on a fee-for-service basis and requires all fees and third party charges billed to or for a client whom services were subsidized using contract funds, shall be deducted from total reimbursable costs under contracts in determining net payment due.
  - C. The Agency shall budget funds awarded under this agreement that are allocated for detoxification, assessment, outreach and/or treatment services in such a manner to ensure availability of such services throughout the entire term of this Agreement. If necessary, the Agency shall limit access to services and make use of waiting lists and/or facilitate the referral to another provider agency for this purpose.
- III. Other Revenues:

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

The Agency shall secure and maintain a Title XIX provider contract with the Division of Medical Assistance of the Washington Department of Social and Health Services. Every effort shall be made to maximize the use of Title XIX funds as a first source of treatment revenue, by identifying those clients who qualify, and by billing Title XIX for treatment services for such clients provided under the provision of this contract. The Agency shall establish and adhere to policies and procedures to screen all potential Medicaid-eligible clients for Medicaid eligibility and ensure that all potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.

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

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

No funds associated with this contract shall be used to finance case management services for a patient that is eligible for this service under any other DSHS funding sources (i.e. Mental Health, Children's Administration, Juvenile Rehabilitation, Developmental Disabilities, etc).

V. Billing:

The Agency shall submit an invoice, (**Exhibit D- Invoice**). The invoice shall be submitted by the 15th working day of the month following the month during which services were performed under this contract. The County shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Documentation includes:

- All eligible client services provided within the preceding month;
- Client Summary documentation in the TARGET system that correlates with the bill being submitted;
- Outpatient Performance Summary from TARGET;
- ADATSA Payee Stipend reports;
- Travel documentation for ADATSA and/or PPW clients;
- Child Care Service documentation;
- CJTA Outreach Service Documentation
- T19 Billing Summary from preceding month of services;
- T19 Remittance Summaries received.

Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract. With each quarterly report, the Agency must document the source and amount of matching funds.

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

- VI. The County agrees to make payment for contracted activities provided within thirty (30) working days following receipt of the Agency's claims, provided that claims are received by the County on or before the fifth working day of each month following the month during which the services were provided.
- VII. **DOUBLE REIMBURSEMENT PROHIBITED:** The Agency shall not seek payment from the County for any costs or services for which it has been reimbursed from other sources. In the event the Agency, subsequent to receiving reimbursement from the County, receives payment for the same service from any other party, the Agency shall, to the extent of such other party payment, promptly reimburse the County for such payments.

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

- VIII. **PERFORMANCE BASED CONTRACTING:** The contractor shall make progress toward, meet, or exceed the statewide mean 90 day retention rates as determined by DSHS. The 90 -day retention performance measure will be determined by using a rolling 6-month average and be monitored on a monthly basis through the DASA-TA or a report generated by DSHS. At the start of the contract, baseline outcomes for completion will be set by DSHS according to past county performance; data for this measure will be based on the calendar year 2010 (12 months).

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

1. Effective July 1, 2011, the baseline to be considered in "good standing" is 65% (Youth) and 62% (Adult) for 90 day retention.
  - a. If, during any calendar quarter, the contractor falls below the statewide mean, the contractor shall follow the process for correction in Section b.
  - b. Effective July 1, 2011, if the Contractor's baseline for 90-day retention performance is lower than the statewide mean, the Contractor shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide mean, by the end of the fiscal contract year. For example, if the contractor has a baseline completion rate of 46%, the expectation would be an increase of 4.6%. If, during any monitored calendar quarter, the Contractor does not demonstrate progress towards the expected 90 day-retention goal, the Contractor shall follow the process for correction in Section c

- c. Performance linked to payment for a Contractor falling below the statewide mean  
If performance outcome falls below the statewide mean or performance expectation within a calendar quarter, as determined through DASA-TA or report generated by DSHS, the Contractor shall:
  - (1) Submit a Performance Improvement Plan (PIP) to the County within 45 days of notice by the County.
  - (2) Have 90 days to return to the original individual 90-day retention baseline percentage.
  - (3) Submit an updated PIP requesting an additional 90 days for performance improvement to the County, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.
- d. End of year performance
  - (1) If, at the end of the fiscal contract year, the Contractor has not met its performance expectations (maintaining performance at or above the mean, increasing by 10% or returning to previous baseline percentage) the Contractor shall submit a technical assistance plan and a PIP to the County, within 45 days. The plan shall identify who provided technical assistance to the Contractor and highlight identified challenges and potential solutions to help increase performance. The PIP shall include strategies for performance improvement based on the results of the technical assistance plan.
  - (2) The County shall not pay for technical assistance.

## **SPECIFIC PROVISIONS – CHEMICAL DEPENDENCY**

- I. The Agency shall meet all applicable minimum standards in RCW 70.96A, 74.50 and WAC 388-805 and shall have received and maintained DASA certification. New WAC's for 2009 related to 388-805 include:
- 388-805-620(1)  
The chemical dependency assessment must be completed prior to admission.
  - 388-805-620(2)  
Complete an initial individualized treatment plan prior to the clients participation in treatment.
- II. The Agency shall be part of the Pacific County continuum of services that provides a wide range of substance abuse treatment services within Pacific County including, but not limited to, the following service categories: 1) Adult Outpatient; 2) Intensive Outpatient; 3) ADATSA Outpatient; 4) ADATSA Assessment Services; and 5) Involuntary Commitment Services. The Agency shall remain a part of the continuum of services dedicated to serving indigent and low income clients in Pacific County throughout the term of the contract.

### **III. CLIENT ELIGIBILITY**

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

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

The Agency shall assure that all persons applying for services supported by County contract funds are screened for financial eligibility and for possible Title XIX eligibility. If the screening indicates that the applicant may be eligible for Title XIX services, the applicant shall be referred to DSHS to apply for financial assistance.. In addition, an inquiry regarding clients' continued financial eligibility shall be conducted no less than once each month. Evidence of each financial screening shall be documented in individual client records.

The Agency shall manage County contracted treatment referrals in a manner that assures feasible access to services for INDIGENT and LOW INCOME clients, PROVIDED, however, that access to services shall be first offered to persons within the following priority categories:

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

Funding limitations for services to persons who are incarcerated:

- (1) Medicaid funds: Medicaid funds shall not be used to provide services of any kind to person incarcerated in a correctional setting, including but not limited to any correctional facility owned, or operated by the state, county or city.
- (2) State Grant-in-Aid and CJTA funds: Assessment services are the only services allowed to persons incarcerated.

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

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

The Agency must assure that parents with dependent children in their home (including postpartum women) and Child Protective Service (CPS) referrals are provided comprehensive assessment and treatment services no later than 90 days after the service has been requested. "Waiting List Interim Services" must commence upon request for services when comprehensive services are not immediately available. Dependent children are defined as children under age 18 living with the parent or through age 20 if enrolled in school and financially supported by the parent. Parents include persons who are attempting to regain custody of their children under the Department of Social and Health Services (DSHS) supervision. Parents include postpartum women for up to one-year post delivery, regardless of birth outcome, adoption or foster care placement of children.

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

INDIGENT CLIENTS are defined as those receiving a DSHS income assistance grant (GAU, GAX, ADATSA, TANF, SSI) or medical assistance. They are usually identified by a medical coupon. Food stamp recipients are not considered indigent clients unless they also receive one of the above grant assistance programs.

LOW-INCOME CLIENTS are defined as those individuals whose gross monthly income does not exceed 220% of the federal poverty level as stated in **Exhibit E- Official HRSA 2009 Federal Poverty Level**. Those individuals, whose monthly income falls below 220% of the federal poverty level in Exhibit E, are considered low-income. These individuals are eligible to receive services partially supported by community services funds. Sliding fee schedules shall be adopted for use in determining the appropriate fees for clients found eligible to receive services in accordance with the table in Exhibit E.

The Agency shall charge fees in accordance with a fee schedule(s) approved by the County to all clients receiving assessment and treatment services who are determined through a financial screening to be low income. Some low income clients may be exempted from the fee requirement if and only if the Contractor/Agency determines that the imposition of a fee to an individual will preclude the low income client from continuing treatment. Wait List, Interim Services are exempt from the fee requirements. The minimum fee per counseling visit is \$2.00. The maximum fee per service visit is the actual cost of the service provided. **Provided further that in no case shall an indigent client be charged a fee for services under this contract.**

The Agency shall design its sliding fee schedule based on the Low Income Service Eligibility Table and forward a copy to the County within 60 days of accepting the contract.

IV. SERVICES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

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

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

V. TREATMENT FOR INTRAVENOUS DRUG USERS

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

VI. TUBERCULOSIS SERVICES:

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

VII. STAFF CONTINUING EDUCATION REQUIRED:

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

VIII. WAITING LIST INTERIM SERVICES:

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

- A. screening to determine any acute client needs and to confirm client eligibility for comprehensive services;
- B. counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur.
- C. for pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.
- D. referral to other health services (such as HIV or TB treatment services if necessary) and social services depending on the person's apparent needs, and;
- E. periodic contacts with the person in individual or group settings to provide supportive counseling and to provide update information regarding treatment availability.
- F. Development of a service plan which includes proposed services and target dates.

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

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

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

IX. TRANSPORTING ADATSA AND PREGNANT AND POSTPARTUM WOMEN CLIENTS:

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

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



ADATSA Assessment providers shall arrange said transportation and must attempt to use local Medicaid Transportation Brokers as the first source of payment for all Medicaid eligible clients.

All claims to the County for recovery of transportation costs not provided through Medicaid must be separately identified on the Agency's monthly claim for reimbursement per this agreement and include documentation as required by the County to substantiate the claims.

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

- X. **REPORTING REQUIREMENTS:** The Agency shall submit such periodic reports as required by the County and the state which shall include but not be limited to:
- A. **Client Service Information** - As required by the DASA Treatment and Assessment Report Generation Tool (TARGET).
- The Agency shall participate fully and completely in the DASA Management Information System (TARGET), or their successors, as prescribed by DASA. To assure this capability the Agency must have a functional personal computer using a Windows operating system version '95c or above that has a connection to the Internet. This computer must also have the Microsoft Internet Explorer program version 5.5 loaded and operational. The Agency must have at least one primary data-entry operator who has completed the process of securing a high security level digital certificate from the State of Washington Certification Authority (Digital Signature Trust). The Agency must also train an additional staff member as a back-up data-entry operator. It is recommended that the reporting computer also have an operational Universal Serial Bus (USB) port, although there are alternative solutions to this requirement. The Agency must have access to the technical expertise necessary to keep these resources operational. The Agency may enter into a Qualified Service Agreement with another organization to meet these contract reporting requirements. Participation shall include the prompt and orderly submission of all required data, completed in the detail and submitted in the manner and time frames prescribed by DASA.
- B. **Contract Performance Report** - This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County, A TARGET M2 and M4 Contract Performance Report shall be attached to the three-month report.
- C. **End of Contract Summary Report** - shall be completed by the Agency and received by the County no later than 30 days after termination of this contract. This report shall include but not be limited to:
1. level of activity accomplished;
  2. level of completion of the performance of the contract;
  3. problems encountered;
  4. resolution of problems;
  5. length of stay; and
  6. discharge types and outcomes;
  7. treatment completion rate.

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

D. **Revenue and Expenditure Report** - shall include actual expenses and revenue for all program areas for each six-month period and shall be submitted to the County within 30 days of the end of each six-month period. Report must also reflect match amount provided by the Agency for the six-month period, as per the requirements noted in Payment Provisions, Section V.

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

XII. **MONITORING AND EVALUATION**

As per WAC 388.805-350, the Agency must develop and implement policies and procedures for outcome evaluation, to monitor and evaluate outcomes for the purpose of improving treatment completion.

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

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

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

The County will work with the Agency to establish the current treatment completion baseline rate (FY 2001 TARGET Data – using the DASA established methodology), and negotiate an acceptable and realistic expectation concerning an incremental improvement of that rate.

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

XIII. **PUBLIC INFORMATION**

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

XIV. **BACKGROUND CHECKS**

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

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

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

## STATEMENT OF WORK

### I. ADATSA ASSESSMENT/CASE MANAGEMENT

#### ELIGIBILITY:

- A. Individuals referred by DSHS for ADATSA assessments as verified by Form DSHS 14-299 (X).
- B. DASA "Priority Clients" referred by an approved treatment program or DSHS seeking admittance into a DASA funded residential facility. These indigent client's income may be from another non-ADATSA public assistance program such as TANF, SSI, GA-U, GA-S. Priority Clients are:
  - Pregnant injecting drug users
  - Pregnant substance users
  - Injecting Drug Users (IDUs)
  - Washington State defined priority populations; subsections (b) through (f) are in no particular order:
    - Parenting women (first priority)
    - Postpartum (up to one year, regardless of pregnancy outcome)
    - Parenting individuals involved with Child Protective Services
    - Youth
    - Offenders (as defined in RCW 70.96A.350)
    - Other Medicaid Clients
    - Parents with children in their home;
    - Persons with HIV/AIDS

#### SERVICES:

- C. Provide ADATSA eligibility assessments and case management services for all ADATSA treatment clients in accordance with applicable portions of the Washington Administrative Code (WAC 388-805-800), Manual "F," Chapter 49, the Social Services Manual, Chapter 58, and The ABC's of ADATSA. The intent of the assessment process is for the contractor to provide a quality and timely clinical evaluation of an individual's eligibility for ADATSA services and any subsequent case management services. Therefore the Agency shall make every reasonable effort to maintain assessment services provision to applicants no more than 15 working days from the date of request.

The Agency shall use the ADATSA bed utilization phone line to locate available residential beds for patients needing referral for residential treatment. Assessment agencies may phone or e-mail the request for information on available beds or use the e-mail update provided several times daily by the clearinghouse.

The Agency must receive an ADATSA Referral form DSHS14-299(X) from the Department verifying the individual's ADATSA financial eligibility.

- D. Provide assessment services for pregnant and postpartum women for each individual referral for PPW services, within 48 hours of the referral and place into treatment no later than 7 days after the assessment has been completed. Provide assessment for parenting women within 15 working days from the date of request. For these services the following definitions apply:
  - 1. Financial eligibility is defined as 185% of the federal poverty level (FPL), regardless if the individual is Medicaid eligible.

2. Postpartum is defined as up to 1 year post-delivery or the termination of pregnancy.
  3. A parenting woman is defined as a woman with children up to the age of 17, regardless if the child(ren) are in her physical custody.
- E. Provide "Priority Client Assessments" for other eligible individuals in the client priority groups determined for DASA services. An individual receiving a Priority Client Assessment is eligible for residential treatment services and subsequent referral to non-ADATSA outpatient treatment services. The ADATSA treatment limitation of 180 days in two years does not apply to non-ADATSA treatment services.
  - F. The Agency shall report the outcome of each ADATSA client assessment to the Community Service Office making the referral on state approved forms which are completed and sent within one work day after said assessment.
  - G. The Agency shall arrange placements for treatment to DASA designated providers. The Agency is delegated the authority and responsibility to authorize payment for such treatment for eligible chemically dependent clients, utilizing the department's Social Service Payment System (SSPS) and in accordance with the current SSPS Manual, PROVIDED that the Agency shall issue no such authorizations for placement or payment without having first received an ADATSA Referral Form DSHS 14-299 from DSHS verifying the individual's financial eligibility or in the case of "Priority Clients," must have received evidence of current Medicaid eligibility. The Agency shall carry out these duties in an accurate and timely manner and follow all necessary internal controls for SSPS security as prescribed by DSHS.
  - H. The Agency shall ensure that all necessary TARGET placement data is entered at least one day prior to the planned admission for each case plan.
  - I. Agencies authorizing services to a provider unit within the same corporate or governmental body as the Agency shall establish written criteria and supervision procedures which establish an objective, "arm's length" basis for review of placement decisions. Such criteria and procedures shall ensure that no conflict of interest occurs. All placements made under this section shall be supported by a clear clinical justification in the recipient's case record which is in accordance with the agency's approved criteria and procedures. A copy of the criteria and placement procedures shall be forwarded to the County within 60 days of this contract.
  - J. Assessment and Case Management services shall be available five days per week, for the duration of the contract period.

## STATEMENT OF WORK

### II. CHILD CARE

The Agency shall make available child care services for the children of parents participating in substance abuse assessment and treatment activities.

- A. Referral and monitoring service hours will be provided to assist parents requiring Child Care services.

#### **ELIGIBILITY:**

Child Care services shall be made available and delivered to active clients requiring child care services and receiving chemical dependency assessment and treatment services from the Agency. Child Care may be provided to those clients while attending assessments, treatment sessions, twelve-step support groups, and parenting education activities, when such activities are recommended as a part of the recovery process, and noted in the client's treatment plan.

Parents, unless pregnant or parenting, served under this contract shall be limited to those parents with incomes at or below 80% of the state median incomes as found in the Table of Low Income Client Definition.

#### **SERVICES:**

The Agency shall ensure the following:

- A. All recipients of outpatient treatment services shall be informed that Child Care services are available and offered such services while participating in treatment.
- B. All Child Care services shall be delivered by child care providers licensed or certified by the Division of Children and Family Services (DCFS) in accordance with Chapter 388-150 and 388-155 of the Washington Administrative Code or DASA or DBHR WACs. The standards address the safety, health, and program needs of children in a group setting.
- C. The provider of child care shall be licensed per WAC 388-150 or 155.
- D. When applicable, substance abuse assessment workers and treatment counselors shall assist the parent in making a responsible decision regarding the selection of a child care provider. The worker/counselors shall:
1. supply the parent with written verification indicating the location of the child care services, the number of hours, and length of child care authorization;
  2. provide parents selecting Child Care services with DSHS publication #DSHS 22-x, "Choosing Child Care: A Consumer Guide for Parents." Copies of this publication may be obtained from the DSHS warehouse;
  3. provide parents utilizing in-home care with written criteria for in-home providers as found in the Division of Children and Family Services Manual, Chapter 28;
  4. supply the parent with written information regarding the payment process for the type of care selected.
- E. The confidentiality of those clients utilizing Child Care services according to the federal confidentiality regulation (42 CFR, Part 2). This shall include a release of information and/or qualified service organization agreement.

### **PAYMENT PROCESS**

- A. The Agency shall implement an authorization and billing system consistent with their Child Care Plan and inform all parties of the system for authorization, child care delivery, reimbursement, and program monitoring. The system may include:
  - 1. service contracts with licensed/certified child care providers;
  - 2. vouchers authorizing payment for specific children or families.
- B. The Agency shall ensure that payments to providers for contracts and vouchers are made within twenty-five (25) working days of receipt of the billing/voucher.
- C. The Agency shall submit bills to the County based on actual expenditures to the licensed child care provider.

### **REPORTING REQUIREMENTS:**

The Agency shall provide a report of the number of children served, average length of participation, number of providers providing child care services and geographical information of the licensed child care providers.

Includes Child Care Services for CJTA clients.

## STATEMENT OF WORK

### III. ADULT OUTPATIENT AND INTENSIVE OUTPATIENT TREATMENT

The Agency shall provide Adult Outpatient services in accordance with WAC 388-805 and Adult Intensive Outpatient services in accordance with WAC 388-805-610 through 640.

Services to low income and indigent clients must be provided throughout the term of the contract.

#### SERVICES TO PRIORITY CLIENTS

Persons in the following priority categories shall be offered services as described below:

#### A. PREGNANT AND PARENTING WOMEN

##### 1. ELIGIBILITY:

- a. Women are eligible for these services while pregnant, one-year postpartum, or parenting dependent children. Parenting women are defined as women with dependent children in their custody who meet the federal income tax dependency definition, and women who are attempting to regain custody of their children under DSHS supervision.
- b. In the case of pregnant women with no other dependent children, services may continue to be provided from funding under this agreement for up to one year post delivery, regardless of birth outcome, adoption or foster care placement of children.
- c. All women shall be screened to determine potential eligibility for financial aid through the Department (ADATSA, SSI, GA-U, GA-S, GAX, or TANF), and the women shall be referred to a DSHS Community Service Office immediately for financial or medical eligibility determination.
- d. When an assessment indicates a pregnant or parenting woman requires residential services, there shall be an immediate referral to an ADATSA Assessment Center to receive a "Priority Client Assessment" and referral to residential care. Prior to being able to access a Priority Client assessment, women are eligible for outpatient services under this contract.

##### 2. SERVICE STANDARDS:

#### PARENTING WOMEN'S SERVICES

- a. The Agency will provide a full continuum of care for each woman, which ensures the following array of treatment and support services are available to women and their children.
- b. Gender specific assessment services;
- c. Referral for residential care (through an ADATSA Assessment Center) or admission to outpatient treatment services in accordance with the outcome of the assessment;



- d. Women referred to an ADATSA Assessment Center and placed in residential treatment services, shall be given case plans to accept the woman back into outpatient treatment services, if deemed appropriate following the residential care;
- e. Other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting skills;
- f. When necessary, provision of or referral to other service agencies for therapeutic interventions for children of women in treatment which may, among other things, address their developmental needs, and issues of sexual and physical abuse, and neglect;
- g. The Agency shall adopt written program descriptions, to include in the agency's program manual, regarding the services delivered to this population which includes a working statement describing the assumptions, purposes and techniques of providing specialized treatment, which includes awareness of cultural differences and a focus on the disease concept of addiction and the effect upon families.
- h. The Agency shall develop a staff training plan and make available training to assure treatment staff receive information for addressing the specific issue related to parenting women and participate in ongoing training with the medical, health, and social services providers in the community.
- i. The Agency shall, whenever possible, assign female counselors as primary counselor for parenting women.

#### PREGNANT/POSTPARTUM WOMEN'S SERVICES

- a. Pregnant women, found through assessment to be eligible and appropriate for comprehensive outpatient care, shall be admitted to such within seven days of request for these services. If the Agency does not have the capacity to admit the women to comprehensive treatment immediately, the Agency shall immediately make interim services available. Such services shall include a referral for prenatal care.
- b. If the Agency does not have the capacity to admit the woman, the Agency shall make interim services, including a referral for prenatal care, available to the woman not later than 48 hours after the woman seeks the treatment services.
- c. Women actively using cocaine or substantial amounts of alcohol or other substances in any stage of pregnancy shall be assessed as priority for placement in an intensive inpatient treatment program and immediately referred to the ADATSA Assessment Center for such placement.
- d. Women actively using heroin, methadone, or other opiates shall be referred to the ADATSA Assessment Center to determine need for medically supervised opiate detoxification and any subsequent appropriate referral.
- e. Women referred to an ADATSA Assessment Center and placed in residential treatment services, shall be given case plans to accept the woman back into outpatient treatment services, if deemed appropriate following the residential care.

- f. The Agency shall establish working linkages and referral agreements with community maternity case management agencies (First Steps), to ensure pre and postnatal health, primary pediatric care (including immunization, for their children) sufficient case management and transportation are made available.
- g. The Agency shall make an immediate referral to a First Steps Maternity Case Manager for each chemical using/dependent pregnant woman.
- h. The Agency shall offer outpatient treatment services in accordance with an individualized treatment plan which addresses the specific issues noted in the assessment and is appropriate for pregnant and postpartum chemical using and/or dependent women.
- i. The Agency shall include in written policies and procedures (as required in WAC 440-22-300) specific program descriptions in the appropriate program manual sections regarding the services delivered to this population, which includes:
  - 1. a working statement describing the assumptions, purposes, and techniques of providing specialized treatment, which includes awareness of cultural differences, a focus on the disease concept of addiction and the potential damage that alcohol and other drugs can have on the fetus, effect of substance abuse on the family; and,
  - 2. a protocol for medical emergency management of pregnant chemical-using or chemically dependent women.
- j. The Agency shall develop a staff training plan and make available training to assure treatment staff receive information for addressing the specific issues related to pregnant and postpartum chemically using and dependent women and participate in ongoing training with the medical, health, and social services providers in the community.
- k. The Agency shall, whenever possible, assign female counselors as primary counselor for pregnant and postpartum women.
- l. Urine drug screens on pregnant women shall be processed as described in the "Comprehensive Toxicology Services To Do Urine Drug Screen Tests for Pregnant Women and Methadone Clients" protocol. A bill to the County shall constitute an overpayment.

**B. INJECTING DRUG USERS AND PERSONS INFECTED WITH HIV/AIDS:**

- 1. Treatment services must be delivered no later than 90 days after service is requested;
- 2. An HIV/AIDS Brief Risk Intervention must be conducted as per WAC 388-805-325;
- 3. HIV/AIDS education shall be incorporated into the treatment program;

**C. CLIENTS COMPLETING ADATSA RESIDENTIAL TREATMENT:**

- 1. Shall be given admission priority into the ADATSA outpatient treatment program.

D. DCFS (CPS) CLIENT TREATMENT SERVICES

1. Treatment shall be provided for parents of children who are under investigation by DSHS Division of Children and Family Services.
2. Child Care shall be provided as deemed necessary by the Division of Children and Family Services staff while parents requiring alcohol and substance abuse treatment are attending treatment programs.

E. CRIMINAL JUSTICE TREATMENT ACT (CJTA) SERVICES

1. Assessments, treatment, case management and referral to inpatient services shall be provided to a non-violent offender with an addiction or substance abuse problem against whom the prosecuting attorney has filed charges.
2. The Agency shall provide chemical dependency assessment, outpatient, case management and referral to inpatient and ancillary services in accordance with WAC 388-805 RCW 7096A.055 and RCW 2.28.170.
3. Voluntary CJTA services are directed to an offender who is:
  - Individual with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney has filed charges
  - Non-violent offender
  - Not receiving a reduction in jail or other sanctions imposed as a result of being convicted of a felony Controlled Substance crime
  - Low income or indigent based on the 200% Federal Poverty Level
4. Offenders requesting services shall undergo a bio-psychosocial assessment in the County Jail no less than 15 working days before their release date. The Agency shall conduct the assessment, develop the treatment plan, and provide case management services to facilitate appropriate treatment admission immediately upon release from jail.
5. Moral Reconciliation Therapy (MRT) Treatment shall be provided to offenders admitted into the Agency's outpatient or intensive outpatient program.
6. The Agency shall provide printed material regarding the program to incarcerated offenders, jail staff, prosecutors and defense attorneys.

F. SERVICE STANDARDS FOR ALL OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES

1. Individualized progress notes shall be completed for each client participating in individual counseling sessions and in group counseling sessions. The individualized progress notes shall document date of session, duration of session, description of problem addressed in relation to treatment plan and signature of counselor. In addition, sign-in sheets shall be maintained for all group counseling sessions.
2. The Agency shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
3. The Agency shall adopt written policies and procedures as required in WAC 388-805, or its successor, to include specific program descriptions in the appropriate program manual sections regarding the services delivered to these populations.

4. The Agency shall work collaboratively with the local Mental Health Program for clients with Co-Occurring Disorders.

G. DEFINITION AND UTILIZATION OF CASE MANAGEMENT

1. Case management services designed to engage persons in chemical dependency treatment or to support them as they move through stages of treatment within or between separate treatment agencies. These services assist clients in gaining access to needed medical, social, education, and other services. Case management activities include, but are not limited to:
  - Completion of a case management plan that includes ensuring a complete assessment per WAC 388-805 is in the case file;
  - Advocacy and linkage with community resources;
  - Intervening with agencies/persons to help clients receive appropriate benefits or services;
  - Helping the client obtain a needed service or accomplish a necessary task;
  - Monitoring for continued use of drugs/alcohol and participation in treatment;
  - Referrals for services and follow-up with the client to determine if referrals are successful;
  - Provision of support for persons who are discharged from a chemical dependency program, or leave treatment prematurely, in order to reconnect the person to treatment, as part of the discharge plan.
2. Case Management services billed as a Medicaid service, must be conducted by a Chemical Dependency Professional (CDPs) or CDP Trainee.
3. Requirements for billing for Case Management services:
  - Written documentation in the client's case file giving date, duration, and referral information of each contact. Agency must maintain files and forms to document case management activities and services received;
  - Referrals for service must include contact information of other agencies that are involved in providing services to the person;
  - Required release(s) of information in the case file, and
  - Documentation of the outcome of case management services.

Limitations for billing for Case Management Services:

The Agency cannot bill for case management under the following situations:

- If a pregnant woman is receiving maternity case management services under the First Steps Program;
- If a person is receiving HIV/Aids Case Management Services through the Department of Health;
- If a youth is in foster care through the Division of Children & Family Services (DCFS);
- If a youth is on parole in a non-residential setting and under Juvenile Rehabilitation Administration (JRA) supervision. Youth served under the CDDA program are not under JRA supervision; and
- If a person is receiving case management services through any other funding source from any other system (i.e. Mental Health, Children's Administration, Juvenile Rehabilitation). For Medicaid billings, youth in foster care through DCFS are receiving case management services through DCFS.

The Agency cannot bill for Case Management for the following activities:

- Outreach activities;
- Services for people in residential treatment;
- Time spent by a CDP reviewing a CDP Trainee's file notes and signing off on them;
- Time spent on internal staffings; and
- Time spent on writing treatment compliance notes and monthly progress reports to the court.

4. Maximum time limitations

Case Management Services are limited to a maximum of five (5) hours per month per client.

Exceptions to the five-hour limitation may be granted on an individual basis based on the clinical needs of the individual client. Exceptions may not be granted to Medicaid-billed services as there is an edit in the Medical Assistance Administration billing system that will not allow it. The County shall be responsible for monitoring and granting exceptions to the five-hour limit, and the DBHR Regional Administrator will monitor this exception process.

H. SERVICE LIMITATIONS - OUTPATIENT TREATMENT

Outpatient treatment services are limited to no more than 115 client hours of treatment services per recipient in any **two year** period of time. In addition, for purposes of reimbursement for these services, program shall average a ratio of no less than twenty hours of group counseling for every one hour of individual counseling. The Agency may provide additional treatment to recipients by requesting an exception to these service limitations in accordance with exception procedures published by the County.

The Agency shall not count as client service hours nor bill the County for the Administrative Monitoring Review period (that does not include therapeutic treatment) for clients fulfilling Deferred Prosecution requirements set forth by the Department of Motor Vehicles and/or Department of Licensing.

I. URINALYSIS TESTING STANDARDS AND PROTOCOLS

The Agency shall use the following standards and protocols as minimum requirements for urinalysis testing services with testing laboratories.

- The Agency must use agencies that have current laboratory certifications with Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA) or other national laboratory certification body.
- All testing shall be done by approved screening tests and meet all forensic standards for certified laboratories. The use of "Instant Test Kits" is allowed only as a screen and must be confirmed if the screen is positive.
- Gas Chromatography/Mass Spectrometry (GC/MS) 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.

- A minimum of a four panel screens plus adulterants including creatinine with establish confirmation cutoff.
  1. Amphetamine/methamphetamine – 1000 ng/ml
  2. Cocaine – 300 ng/ml
  3. Opiates – 300 ng/ml
  4. Cannabinoid (THC) at 50 ng/ml; all positive screens quantitated

All positive screens must be confirmed by GS/MS.

Confirmation Cutoffs:

- Amphetamine/Methamphetamine – 500 ng/ml
- MDMA/MDA – 250 ng/ml
- Cocaine met. (Benzoylecgonine) – 150 ng/ml
- Opiates:
  - Morphine – 300 ng/ml
  - Codeine – 300 ng/ml
  - 6-acetylmorphine – 10 ng/ml
  - Hydrocodone – 300 ng/ml
  - Hydromorphone – 300 ng/ml
  - Oxycodone – 300 ng/ml
- THC:
  - Carboxy-THC – 15 ng/ml
- Alcohol testing should be part of the drug testing panel only when the donor is suspected by odor or overt behavior.

## STATEMENT OF WORK

### IV. ALCOHOLISM AND DRUG ADDICTION TREATMENT AND SUPPORT ACT (ADATSA), OUTPATIENT TREATMENT

The Agency shall in compliance with WAC 388-850:

Develop a specific continuum of care which addresses the outpatient treatment, sobriety maintenance skills, re-entry counseling, and re-employment support needed by persons referred for ADATSA outpatient treatment. The intent of this Statement of Work is that the Agency shall use treatment funds to provide structured outpatient treatment; and that, in addition, the Agency shall establish linkages with agencies already funded to provide, or shall itself establish services or service contracts as necessary to provide employability assessments, job seeking motivation and assistance services, job club support groups, and ancillary transportation as required. The contractor shall assure that all direct services and subcontracts incorporate the following:

#### A. ELIGIBILITY:

1. Persons served under this contract shall be limited to those persons referred by an authorized ADATSA Assessment Center.
2. The Agency shall give precedence to persons who have completed residential treatment and have further outpatient treatment prescribed in their treatment plan.

#### B. DURATION:

No ADATSA outpatient recipient shall receive more than 90 days total of outpatient treatment within each two year eligibility period, unless an approved exception to policy has been approved by the County in writing.

#### C. TREATMENT SERVICES:

1. The Agency shall develop a specific continuum of care which addresses the outpatient treatment, sobriety maintenance skills, re-entry counseling, and re-employment support needed by persons referred for ADATSA outpatient treatment. The Agency shall establish linkages with agencies already funded to provide employability assessments, job seeking motivation and assistance services, job club support groups, and ancillary transportation as required.
2. All outpatient clients shall be evaluated at intake to determine the level of primary treatment, sobriety maintenance/re-entry services and employment assistance services required. The results of this evaluation, including vocational goals, shall be noted in the individual case file. Clients without a high school diploma or its equivalent shall be referred to the Grays Harbor College. Services shall be delivered in accordance with this plan. A referral to the Department of Vocational Rehabilitation (DVR) and the Coastal Career Center shall be made on all unemployed clients prior to discharge.
3. Outpatient treatment providers shall report ALL admissions and incidents of early discharge to the Assessment Center in writing within five days of discharge using DBHR approved ADMISSION/DISCHARGE VERIFICATION FORMS (DSHS 14-312).

4. Because an outpatient client who is discharged in the middle of the month may use an entire month of financial living support funds, the Agency shall establish internal controls to assure outpatient client caseloads correlate with the overall ADATSA Client Financial Support funds available to these clients.
5. Outpatient treatment providers shall serve as protective payees for living stipends of clients admitted into treatment and shall comply with DBHR Guidelines for Protective Payees in administering living stipend funds (Client Financial Support Funds).



## STATEMENT OF WORK

### VII. CRIMINAL JUSTICE TREATMENT ACCOUNT SERVICES

Consideration of funds awarded the Agency shall provide alcohol and drug treatment and treatment support services per RCW 70.96A to the following individuals:

- Individuals 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.
- Alcohol and drug treatment services and treatment support services to nonviolent offenders within a drug court program as defined in RCW 70.96A.055 and RCW 2.28.270.

#### A. LIMITATIONS:

1. The Agency may provide any of the following services as described in DASA BARS supplement.
  - a. Crisis Services
  - b. Detoxification Services
  - c. Outpatient treatment, General
  - d. Provide referral to Opiate Substitution Treatment
  - e. Case Management, General
  - f. Intensive Inpatient
  - g. Involuntary Residential Treatment Services
  - h. Screening Tests (UA screen/breathalyzer testing). Limited to no more than eight tests per month for each client.
  - i. Jail Outreach for the purpose of assessment and treatment engagement services
2. The Agency shall use no more than ten percent of the total CJTA funds for the following services as described in the BARS manual and the DASA BARS supplement.
  - a. Transportation
  - b. Child Care Services

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

\_\_\_\_\_ day of \_\_\_\_\_ 2011.

Board of County Commissioners

Willapa Behavioral Health

\_\_\_\_\_  
Norman B. Cuffel, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Kaino, Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**2011-13 WBH TX**

Exhibit A- Budget

<b>Fund Source</b>	<b>Services</b>	<b>2011-12</b>	<b>2012-13</b>
Federal SAPT	Low Income Adult & Youth, ADATSA	\$ 27,313.00	-
Adult CJTA	CJTA	\$ 59,253.00	-
State GIA	Low Income Adult & Youth, ADATSA	\$ 94,819.00	-
Title XIX/Disability Lifeline & ADATSA	Disability Lifeline & ADATSA	\$ 29,015.00	-
<b>Total Direct Bill</b>		<b>\$ 210,400.00</b>	<b>-</b>

Title XIX Set Aside	Medicaid (non CJTA)	\$ 15,000.00	-
CJTA Title XIX Set Aside	Medicaid (CJTA)	\$ 7,500.00	-
Total Set Aside		\$ 22,500.00	-
<b>Contract Total</b>		<b>\$ 232,900.00</b>	<b>-</b>

**Exhibit C- Low Income Rates**  
**ADSA/DBHR SERVICE RATES PLAN 11-13 BIENNIUM**

BARS CODE	TYPE OF SERVICE	Type of Unit	Rates
		Indicate client hrs, staff hrs, bed days <u>or</u> Not Applicable	11-13
12	Continuing Education/Training	Service Hour	
31	Community Outreach, Intervention, and Ref	Service Hour	\$35.00
32	Alcohol/Drug Information School	Per Student	\$100.00
33	Opiate Outreach, Intervention, and Referral	Service Hour	\$50.00
34	PPW Outreach, Intervention, and Referral	Service Hour	\$35.00
35	Youth Outreach, Intervention, and Referral	Service Hour	\$35.00
36	Interim Services	Service Hour	\$35.00
39	Brief Intervention	Per 15 Minute Unit	\$30.00
41	Crisis Services	Client Hour	\$35.00
44	Involuntary Commitment	Service Hour	\$35.00
51	Outpatient Treatment Adatsa Group Therapy	Per 15 Minute Unit	\$6.00
52	Outpatient Treatment Adatsa Individual Therapy	Per 15 Minute Unit	\$23.00
53	Outpatient Treatment Adult Group Therapy	Per 15 Minute Unit	\$6.00
54	Outpatient Treatment Adult Individual Therapy	Per 15 Minute Unit	\$23.00
55	Outpatient Treatment PPW Group Therapy	Per 15 Minute Unit	\$6.00
56	Outpatient Treatment PPW Individual Therapy	Per 15 Minute Unit	\$23.00
57	Outpatient Treatment Youth Group Therapy	Per 15 Minute Unit	\$7.50
58	Outpatient Treatment Youth Individual Therapy	Per 15 Minute Unit	\$23.00
63	ADATSA Living Stipends	Per Month	\$197 Max
64	Case Management Adult	Per 15 Minute Unit	\$10.12
65	Case Management PPW	Per 15 Minute Unit	\$10.12
66	Case Management Youth	Per 15 Minute Unit	\$10.12
67	Case Management ADATSA	Per 15 Minute Unit	
71	Assessment -ADATSA	Per Assessment	\$125.00
72	Assessment - Adult	Per Assessment	\$125.00
73	Assessment - PPW	Per Assessment	\$125.00
74	Assessment - Youth	Per Assessment	\$125.00
75	Assessment - DUI	Per Assessment	\$125.00
76	Brief Therapy	Per 15 Minute Unit	
77	Screening Tests and Urinary Analysis	Per Screen	\$30.00
78	Expanded Assessment	Per Assessment	
79	TB Skin Test	Per Test	
81	Intensive Inpatient Res Treatment Svcs	Day	\$90.18
82	Long Term Care Residential Tx Svcs w/Children	Day	\$126.45
82	Long Term Care Residential Tx Svcs without Children	Day	\$53.52
83	Recovery House Residential Treatment Services	Day	\$41.14
99	Miscellaneous		\$30.00

Eliminated Effective 10/11

## Exhibit C- Low Income Rates

## Exhibit E- Official HRSA 2009 Federal Poverty Level

OFFICIAL 2009 FEDERAL POVERTY LEVEL (Values Rounded Up)											
HRSA - Division of Rates and Finance											
January 23, 2009											
Family Size	Annual	Monthly									
	100% FPL	100%	120%	133%	135%	150%	175%	185%	200%	220%	250%
A	B	C	E	F	F	F	G	H	I	J	K
1	10,830	903	1,083	1,201	1,219	1,354	1,580	1,670	1,805	1,986	2,257
2	14,570	1,215	1,457	1,615	1,640	1,822	2,125	2,247	2,429	2,672	3,036
3	18,310	1,526	1,831	2,030	2,060	2,289	2,671	2,823	3,052	3,357	3,815
4	22,050	1,838	2,205	2,444	2,481	2,757	3,216	3,400	3,675	4,043	4,594
5	25,790	2,150	2,579	2,859	2,902	3,224	3,762	3,976	4,299	4,729	5,373
6	29,530	2,461	2,953	3,273	3,323	3,692	4,307	4,553	4,922	5,414	6,153
7	33,270	2,773	3,327	3,688	3,743	4,159	4,852	5,130	5,545	6,100	6,932
8	37,010	3,085	3,701	4,102	4,164	4,627	5,398	5,706	6,169	6,786	7,711
9	40,750	3,396	4,075	4,517	4,585	5,094	5,943	6,283	6,792	7,471	8,490
10	44,490	3,708	4,449	4,931	5,006	5,562	6,489	6,859	7,415	8,157	9,269
Added *	3,740	312	374	415	421	468	546	577	624	686	780
* For each additional member in family units of more than 8 members, \$3740 is added to annual values.											
Formula: (Column B multiplied by percent of poverty) divided by 12. Rounded UP to nearest whole number											