

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County Community Services

AND

Northwest ESD 189

THIS AGREEMENT is made and entered into by and between Northwest ESD 189 ("Contractor") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this Agreement is to support substance abuse treatment and outreach programming to youth residing in Concrete, Anacortes, La Conner, and Sedro-Woolley School Districts.

2. **RESPONSIBILITIES:** See Attachment "A" Scope of Work

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 1, 2013 through December 31, 2013.

4. **MANNER OF FINANCING:** See Attachment "B" Compensation

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Skagit County Community Services Substance Abuse Program Coordinator.

5.2 The Contractor's representative shall be the Prevention Center Director.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

12. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY: The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

GOVERNMENT AGENCY: Northwest ESD 189

Jerry Jenkins
Jerry Jenkins, Superintendent

(Date 5/23/13)

q.o.

Mailing Address: 1601 R Avenue, Anacortes, WA 98221

DATED this 17 day of June, 2013.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Attest:

Linda Henneman
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Phobis Jaystay
Department Head

County Administrator

Approved as to form:

M. A. D. SL 31/2013
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Null Hoyer
Risk Manager

Approved as to budget:

Luisa Yogno
Budget & Finance Director

ATTACHMENT "A"

SCOPE OF WORK

1. Definitions.

- a. "ADSA" means the Aging and Disability Services Administration or its successor.
- b. "Alcohol and Drug Addiction Treatment and Support Act" (ADATSA), means a state fund for treatment of low-income or indigent patients assessed as alcohol or other drug dependent and is restricted to those who are unemployable as a result of their addiction.
- c. "Assessment" means diagnostic services provided by a CDP or CDP trainee under CDP supervision to determine a client's involvement with alcohol and other drugs. See WAC 388-895-310 for a detailed description of assessment requirements.
- d. "BARS" means the Washington State Auditor's Office Budgeting, Accounting, and Reporting System which includes the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.
- e. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.
- f. "Community Services Funds" means the state, SAPT and grant funding allocated to the Contractor by the state and is a term used in TARGET.
- g. "Contractor Coordinator" means the person designated by the legislative authority of a Contractor to carry out administrative and oversight responsibilities of the Contractor chemical dependency and prevention programs.
- h. "Data" means information that is disclosed or exchanged as described by this Contract.
- i. "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.
- j. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- k. "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.
- l. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified.

- m. "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.
- n. "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.
- o. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g., DL, DLX, ADATSA, TANF, SSI) or medical assistance program (Categorically Needy, Medically Needy, Medical Care Services). They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.
- p. "Interim Services" means services offered to an eligible patient denied admission to treatment due to a lack of capacity.
- q. "Intravenous Drug User" (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.
- r. "Low-Income Patient" means that individual whose gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines as eligible for low-income services. These individuals are eligible to receive services partially supported by Community Services Funds.
- s. "Medicaid State Match" means those funds allocated and identified in the Contractor's Service Rates Plan, from the state Awards provided under this Contract to pay the state's share of the costs of services provided to Medicaid-eligible clients.
- t. "Opiate Substitution Treatment Services" (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.
- u. "Patient" means individuals who are actively receiving assessment or treatment services.
- v. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- w. "P-I-T-A" means Prevention, Intervention, Treatment and Aftercare.
- x. "Revenues" or "Contractor Participation Match" means the Contractor's cost share of this Contract..

- y. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the Contractor and states the negotiated reimbursement rate for the service, the negotiated youth maintenance of effort and Title-XIX set-aside amounts.
- z. "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.
- aa. "Treatment Data" means information input to TARGET to record treatment services provided to patients. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into TARGET by the close of business on the tenth (10th) of each month for treatment services provided during the previous month.
- bb. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the Contractor. The TPW identifies the type of service provided by each subcontractor and indicates if the subcontractor may bill Medicaid.
- cc. "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.
- dd. "Young adult" means a person or patient from age 18 through age 20.
- ee. "Youth" means a person or patient from age 10 through age 17.

2. **Applicable Law.**

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

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

- a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c=ecfr&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl

- b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr2_main_02.tpl

Part 8 Certification of Opioid Treatment Programs

http://www.access.gpo.gov/nara/cfr/waisidx_08/42cfr8_08.html

- c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rqn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12>

- d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133

http://www.whitehouse.gov/omb/circulars_default/ (scroll just over halfway down the page)

- e. Washington Administrative Code, Department of Social and Health Services (WAC) Chemical Dependency assistance programs 388-800, Certification Requirements 388-805, WorkFirst 388-310

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

Washington Administrative Code, Department of Early Learning 170.295, 170.296

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

- f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health 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, Alcoholism and drug addiction treatment and support 74.50

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

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

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

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

3. Purpose.

The purpose of this Contract is for the Contractor to provide chemical dependency treatment and support services, 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 388-805.

4. Performance Work Statement – Outpatient Services.

a. Monitoring

The Contractor shall make progress toward, meet or exceed the statewide mean 90 day retention rate as determined by DSHS. The 90-day retention performance measure will be determined by using a rolling 6-month average and be monitored on a monthly basis through DASA-TA or a report generated by DSHS. At the start of the contract, baseline outcomes for completion will be set according to past 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 increase of 1.5% in a fiscal quarter.

(1) Youth

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

If, during any monitored calendar quarter, the Contractor falls below the statewide mean, the Contractor shall follow the process for correction in Section b.

- (b) 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) Effective July 1, 2011, if the Contractor's baseline for 90-day retention performance is lower than the statewide mean, the Contractor shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide mean, by the end of the fiscal contract year. For example, if the Contractor has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

If, during any monitored calendar quarter, the Contractor does not demonstrate progress towards the expected 90 day-retention goal, the Contractor shall follow the process for correction in Section c.

- b. Performance linked to payment for a contractor falling below the statewide mean

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

- (1) Submit a Performance Improvement Plan (PIP) to the County Substance Abuse Program Coordinator 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 Substance Abuse Program Coordinator, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

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

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

- (1) Submit a Performance Improvement Plan (PIP) to the County Substance Abuse Program Coordinator 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 Substance Abuse Program Coordinator, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

- d. End of year performance

- (1) If, at the end of the fiscal contract year, the Contractor has not met its performance expectations (maintaining performance at or above the mean, increasing by 10% or returning to previous baseline percentage) the County shall re-procure for services.

- e. The County shall not pay for technical assistance.

5. Statement of Work.

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

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

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

(2) Background checks shall be done

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

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

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

(a) WAC 388-06-170

- i. There are convictions for certain crimes that will permanently prohibit you from being licensed, contracted, or authorized to have unsupervised access to children or to individuals with developmental disability. Those felony convictions are as follows:
 - (a) Child abuse and/or neglect;
 - (b) Spousal abuse;
 - (c) A crime against a child (including child pornography);
 - (d) A crime involving violence (including rape, sexual assault, or homicide but not including other physical assault); or
 - (e) Any federal or out-of-state conviction for an offense that under the laws of this state would disqualify you from having unsupervised access to children or individuals with developmental disabilities in any home or facility.

(4) If you are convicted of one of the crimes listed in WAC 388-06-0170

(1)(a) through (e) you will not be able to:

(a) Receive a license to provide care to children;

(b) Be approved for adoption of a child;

(c) Be a contractor;

(d) Be employed by a licensed agency or contractor, if you will have unsupervised access to children or to individuals with a developmental disability;

- (e) Volunteer or participate as an intern in a home or facility that offers care to children or to individuals with a developmental disability; or
- (f) Provide any type of care to children or to individuals with a developmental disability, if the care is funded by the state.

b. Outpatient Treatment (WAC 388-805)

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

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

(1) The Contractor shall ensure treatment admissions are prioritized in the order as follows, per the Substance Abuse Prevention and Treatment (SAPT) Block Grant (45 CFR 96.131 and 42 USC 300x-27):

(a) Pregnant injecting drug users

(b) Pregnant substance abusers

(c) Injecting drug users

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

i. Parenting women

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

iii. Patients transitioning from residential care to outpatient care

iv. Youth

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

vi. Other Medicaid Clients

vii. All others

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

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

The Contractor shall, as required by the SAPT Block Grant:

- (1) Ensure interim services are provided by the agency, or referred outside the agency for services the agency is not qualified to provide, for pregnant and parenting women and intravenous drug users.
 - (a) Interim services shall be made available within 48 hours of seeking treatment for pregnant and parenting women and intravenous drug users.
 - (b) Admission to treatment services for the intravenous drug user shall be provided within 14 days after the patient makes the request, regardless of funding source.
 - (c) If there is no treatment capacity within 14 days of the initial patient request, the contractor shall have up to 120 days, after the date of such request, to admit the patient into treatment, while offering or referring to interim services within 48 hours of the initial request for treatment services. Interim services must be documented in TARGET and include, at a minimum:
 - i. Counseling on the effects of alcohol and drug use on the fetus for the pregnant patient.
 - ii. Prenatal care for the pregnant patient.
 - iii. Human immunodeficiency virus (HIV) and tuberculosis (TB) education.
 - iv. HIV or TB treatment services if necessary for an intravenous drug user.

The interim service documentation requirement is specifically for the admission priority populations with any funding source; and any patient being served with SAPT Block Grant funds.

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

e. Waiting Lists

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

patients.

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

(1) The Contractor shall either directly, or through arrangements through other entities, make tuberculosis services available to each individual receiving chemical dependency treatment funded through the federal SAPT Block Grant. Services must include tuberculosis counseling, testing, and treatment.

(a) Follow the Centers for Disease Control TB Guidelines located at: <http://www.dshs.wa.gov/pdf/dbhr/certforms/TB-TAGuidelines.pdf>

(b) Follow the Tuberculosis Infection Control Program Model Policies for Chemical Dependency Treatment Agencies in Washington State, located at: <http://www.dshs.wa.gov/pdf/dbhr/certforms/TBPolicy.pdf>

(2) WAC 246-101-101 requires all health care providers to report every case of tuberculosis to the local health department immediately at the time of diagnosis or suspected diagnosis.

g. Determine Patient Financial Eligibility: Low-income Services

(1) The Contractor shall ensure that all persons applying for services supported by Community Services Funds are screened for financial eligibility and shall:

(a) Conduct an inquiry regarding each patient's continued financial eligibility no less than once each month.

(b) Document the evidence of each financial screening in individual patient records.

(2) Low-income

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

(3) Charging Fee Requirements – Low-income Patients

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

(b) The Contractor shall use 220% of the Federal Poverty Guidelines to determine low-income service eligibility 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 a Contractor's subcontractor determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived by the subcontractor.
- (h) The minimum fee per counseling visit is \$2.00. The maximum fee per service is the reimbursement cost of the service provided as identified on the SRP.
 - i. Indigent patients are exempt from this fee requirement.
 - ii. Interim Services are exempted from this fee requirement.

h. Screening and Assessment

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

The Contractor shall ensure:

- (1) The GAIN-SS screening tool is used for conducting the integrated comprehensive screen on all new patients and ensure the GAIN-SS scores are documented in TARGET. Additional information can be found by accessing the Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/>.
- (2) If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information shall be considered in the development of the treatment plan including appropriate referrals.
- (3) Documentation of the quadrant placement during the assessment process and again on discharge are input to TARGET.

(4) Subcontractors receive training on the GAIN-SS process.

i. Youth Outpatient Services (WAC 388-805)

(1) Service Eligibility

The Contractor shall ensure:

- (a) Services are provided to youth ages 10 through 17.
- (b) The age at which a youth may self-refer for treatment without parental consent (age of consent) is 13 years of age.
- (c) Patients under age 10 may be served with the approval of DSHS.
- (d) Young adult patients, age 18 through 20 who, based on developmental needs, may be more appropriately served in a youth outpatient treatment setting. The case file shall contain documentation supporting the clinical decision.
- (e) Youth patients who, based on developmental needs, may be more appropriately served in an adult outpatient treatment setting. The case files shall contain documentation supporting the clinical decision.

(2) Youth Family Support Services

- (a) The Contractor shall ensure that young adults who have been approved for youth treatment shall be billed as youth patients.
- (b) Youth funds may be used for family support services as identified in BARS including:

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

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

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

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

- (c) The Contractor shall ensure BARS coding instructions are followed for billing purposes.

(3) Title-XIX funding for youth in treatment

The Contractor shall ensure:

- (a) Treatment services provided to youth are billed under Title-XIX unless the youth is determined to be ineligible for this funding.
- (b) Documentation identifying a youth as ineligible for Title-XIX is documented within the patient case file.

(4) Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Services

The Contractor shall encourage subcontractors to refer Title-XIX eligible youth that have not previously received an EPSDT health screen to an EPSDT primary health care provider for an EPSDT health screen.

(5) Assessment Services

The Contractor shall ensure that each youth receives a multi dimensional assessment per Chapter 388-805-310 WAC: Requirements for chemical dependency assessments.

(6) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded chemical dependency treatment services the Contractor shall ensure:

- (a) Youth outpatient services include treatment appropriate for substance abuse disorder in addition to treatment for substance dependency.
- (b) Youth outpatient services address the needs of youth waiting for placement in youth residential treatment, and youth requiring aftercare following youth residential treatment.
- (c) Outpatient subcontractors are involved in the continuum of services and the treatment planning for youth they have referred to residential treatment programs.

(7) Continuing Education: Requirements to Work with Youth

The Contractor shall require that Chemical Dependency Professionals (CDPs) who are working with the youth outpatient treatment population dedicate 10 of the 40 required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

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

The Contractor shall ensure:

- (1) 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) Capacity notification is provided to the County (45 CFR 96.121(f)(3)(vi), 126(c), 131(c))

Submit a written document to the County Substance Abuse Program Coordinator if Contractor capacity falls below 90% of their capacity to admit to its program.

- (3) 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.

k. Case Management (WAC 388-805)

The Contractor shall ensure:

- (1) Case Management Services being billed under the Contract shall only include the following activities:
 - (a) Services that assist patients in accessing needed medical, social, or education services

- (b) Services designed to engage, maintain, and retain patients in treatment
 - (c) Case planning, case consultation, and referral for other services
- (2) Requirements for Billing for Case Management Services are met as follows:

(a) Low-income eligible patients

Case management services provided to patients eligible for low-income services and billed under this Contract may be provided by a Chemical Dependency Professionals (CDP), CDP Trainee, or other staff as deemed appropriate by the Contractor.

(b) Medicaid eligible patients

Case management services provided to patients who are Medicaid eligible and billed under this Contract shall be provided by a Chemical Dependency Professionals (CDP) or CDP Trainee, under the clinical supervision of a CDP.

(c) Written documentation in the patient's case file giving date, duration, and referral information of each contact. The Contractor shall maintain files and forms to document case management activities and services received and recorded in TARGET using form #DSHS 04-418 (REV. 10/2006) which can be accessed through Provider page of the DSHS website at <http://www.dshs.wa.gov/DBHR/>.

(d) Referrals for service must include contact information of other agencies that are involved in providing services to the person.

(e) Required release(s) of information are in the case file.

(f) Documentation of the outcome of case management services.

(3) Limitations to billing for Case Management Services

The Contractor shall not bill for case management under the following situations:

- (a) If a pregnant woman is receiving maternity case management services under the First Steps Program
- (b) If a person is receiving HIV/AIDS Case Management Services through the Department of Health.
- (c) If a youth is in foster care through the Division of Children and Family Services (DCFS)

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

(4) The Contractor shall not bill for Case Management for the following activities:

- (a) Outreach activities
- (b) Services for people in residential treatment
- (c) Time spent by a CDP reviewing a CDP Trainee's file notes and signing off on them
- (d) Time spent on internal staffing
- (e) Time spent on writing treatment compliance notes and monthly progress reports to the court
- (f) Direct treatment services or treatment planning activities as required in WAC 388-805
- (g) Maximum time limitations for services billed under the Contractor Contract are as follows:
 - i. Case Management Services are limited to a maximum of five (5) hours per month per patient.
 - ii. Exceptions to the five-hour limitation may be granted on an individual basis based on the clinical needs of the individual patient. The Contractor shall be responsible for monitoring and granting exceptions to the five-hour limit. Exceptions may not be granted to Medicaid-billed services.

I. Other Required Services

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

The Contractor shall provide, directly or through arrangements with other public or nonprofit private entities, childcare to patients participating in assessment and treatment activities, and support activities such as

support groups, parenting education and other supportive activities when those activities are recommended as part of the recovery process and noted in the patient's treatment plan.

The Contractor shall ensure:

- (a) Childcare and prenatal services are provided or arrangements for provision of these services are made for patients receiving chemical dependency assessment and treatment services from subcontracted providers.
- (b) All parenting recipients of treatment services are informed that childcare services are available and are offered such services while participating in treatment. Documentation regarding the offer and parent acknowledgement of such offer shall be maintained in the patient file.
- (c) Off-site childcare services (with the exception of care provided in the child's or relative's home) are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296.
- (d) Childcare provided at a treatment facility site shall be licensed or certified by the Department of Early Learning (DEL) in accordance with WAC 170-295.
- (e) Treatment subcontractors supply the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider when on-site childcare is not available. The information supplied by subcontractors shall include at a minimum:
 - i. Direction to the DEL website address for information on childcare services at <http://www.del.wa.gov/care>
 - ii. Direction to the DEL website address for information on selecting childcare services at: <http://www.del.wa.gov/care/find-facility/Default.aspx>
 - iii. Written verification indicating the location of the childcare services, the number of hours and length of child care authorization and the payment process for the type of care selected

(2) Tuberculosis Services (CFR 45 96.121, 96.127, WAC 388-805)

- (a) The Contractor shall ensure all programs that receive SAPT block grant funds 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

6. Monitoring.

a. On-Site Monitoring:

The Contractor shall

- (1) Participate in a 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 contractors are fulfilling the requirements of the contract.

b. TARGET Monitoring

The Contractor shall ensure that they have:

- (1) Entered services funded under this Contract in TARGET.
- (2) Updated patient funding information as needed when the funding source changes.

7. Billing and Payment.

a. Billing for Allowable Costs and Documented Costs

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

- (1) Expended for allowable costs, which are in accordance with the BARS DASA Supplement.
- (2) Documented in TARGET at the time the billing is submitted. This applies to billings for:
 - (a) Medicaid eligible services
 - (b) Low-income services
 - (c) Out-stationed staff

(d) Any other billings submitted on the A-19 invoice appropriate for TARGET entry

b. Billing for Medicaid-eligible Patients

- (1) The Contractor shall ensure the Medicaid billing process is used for all Medicaid-eligible patients. Disability Lifeline and ADATSA client billings are exempt from this requirement.
- (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/>.

c. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the Contractor fails to maintain its reporting obligations under this Contract, DSHS 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 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, with provisions of any WAC related to chemical dependency treatment or Contract. The treatment facility will be notified by DSHS 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 or charges or accepts prohibited fees, DSHS shall have the right to assert a claim against the Contractor on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

8. Billing Limitations.

a. Authorized Services

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

(1) Timely Billing

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

(2) Exception to 90-day billing limitation

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

- (a) When additional funds are added to the Contract by written amendment, those services previously provided shall be entered as a Community Services Fund source in TARGET.
- (b) When a billing submitted to the Medicaid payment system is denied due to ineligibility, the Contractor may submit a billing for the denied service. The Contractor shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

b. Multiple Payments for the Same Claim

The Contractor shall not bill the County for services performed under this Contract, and the County shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

c. Medicaid Rules and Limitations

The Contractor shall adhere to the following Medicaid rules and limitations:

- (1) Ensure covered Medicaid chemical dependency treatment services for Medicaid-eligible patients are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.
- (2) Maintain a Core Provider Agreement with the Health Care Authority (HCA).
- (3) Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility.
- (4) Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.

- (5) The Contractor shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system, and shall require its subcontractors to do the same. Disability Lifeline and ADATSA client billings are exempt from this requirement.
- (6) With the exception of (10) below, Title-XIX (Medicaid) eligible patients are not charged any fees for any reason including, but not limited to appointments for:
 - (a) Screening
 - (b) Brief risk intervention therapy
 - (c) Interim services
 - (d) Assessments
 - (e) Individual sessions
 - (f) Group sessions
- (7) Title-XIX (Medicaid) eligible patients, who are not diagnosed as chemically dependent but who receive substance abuse services titled Alcohol and other Drug Information School (ADIS), may be charged for ADIS because they are not Medicaid billable services.

9. 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.

10. TARGET Requirements.

a. Access and Security Requirements

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

- (1) At least one trained primary and one trained backup data operator has a functional Universal Serial Bus (USB) token protected high security level digital certificate from the State of Washington Certification Authority (IdenTrust) registered for TARGET access.
- (2) Procedures are implemented to ensure that there is no sharing of digital certificates, pass phrases or TARGET logon information and that new employees requiring certification do not make use of certificates issued to others.

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

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

The Contractor shall ensure:

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

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

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

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

b. Data Protection

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

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

(3) The Contractor shall ensure that the subcontractor takes due care to protect said data from unauthorized physical and electronic access.

c. Data Disposition

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

d. Requirements for Patient and Client Treatment DATA

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

The Contractor shall:

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

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

- (3) Ensure full and complete patient and client information, including but not limited to Waiting List Services, Assessment Services, and Treatment Services, are entered in TARGET.
- (4) Provide special TARGET-based reports to the County Substance Abuse Program Coordinator as requested.
- (5) 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.

11. Federal Block Grant Funding Requirements.

The Contractor shall comply with the following:

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

The Contractor shall ensure that continuing education is provided for employees of any entity providing treatment services or prevention activities.

- b. Notice of Federal Block Grant Funding Requirement

The Contractor shall:

- (1) Comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. (OMB A-133)

- c. 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.

- d. Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all patients who are financially eligible to receive state or federal assistance and are in need of services. No distinction shall be made between state and federal funding when providing the following services including, but not limited to:

- (1) Women's services
- (2) Intravenous drug user services
- (3) Tuberculosis services
- (4) HIV services
- (5) Childcare services for parenting patients

(6) Interim services

12. Other Requirements.

- a. 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:

- (1) 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. Access to Services

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

- (1) The person's drug(s) of choice.
- (2) The fact that a patient is taking medically-prescribed medications.
- (3) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (4) Washington State resident's 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. Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor shall:

- (1) Ensure all services and activities provided by the Contractor 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.
- (4) Report in narrative form, in their annual report, the actions taken with the identified populations and its relationships with other agencies, The

Contractor shall also describe the activities undertaken and the success of their actions.

d. Single Source Funding

The Contractor shall ensure

- (1) 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.
- (2) The funding designated by the treatment subcontractor in TARGET defines the single source of funds to be used to fund the treatment services provided to an individual patient.

13. Additional County Requirements:

- a. Transportation: Transportation will be arranged through third party common carrier through the use of vouchers.
- b. Time from patient request to Assessment appointment date for County funded patients shall be documented in patient files.
- c. Time Requirements for Assessments, unless otherwise specified, are:
 - (1) Youth- 6 days
- d. Contractor shall contact patients to remind them of their assessments and individual appointments one business day in advance, unless the patient requests not to be called.

ATTACHMENT "B"

COMPENSATION

The County shall reimburse the Contractor for services outlined in Exhibit A, Scope of Work, for a total not to exceed **\$50,000.00**. The Contractor shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the entire term of this contract.

I. Compensation

1. The County shall reimburse the Contractor on a fee for service basis OR for actual documented costs as described in the table below:

Service	Compensation
Community Outreach, Intervention, and Referral	\$39.00 per hour
Interim Services	\$19.00 per hour
Case Management	\$40.48 per hour
Individual Counseling	\$77.04 per hour
Group Counseling, Youth	\$25.20 per client per hour
Assessment	\$115.17 per assessment
Transportation	Cost reimbursement
Childcare	\$5.00 per hour

2. Contractor shall ensure the Medicaid billing process is used for all Medicaid-eligible patients.

II. Reimbursement Procedures

1. Payments shall be made monthly for services provided within the period of performance of this contract.
2. Contractor shall submit an invoice on or before the tenth (10th) day of the month following the month during which services were delivered. Invoices shall be mailed or hand delivered to:

Skagit County Community Services
309 South 3rd Street
Mount Vernon, WA 98273

3. **Invoices shall be accompanied by the proper documentation, including TARGET reports, to verify expenses associated with completed activities.**
4. **All invoices must include the Contract Number and GL Code(s) as indicated on Page 1 of this Personal Services Agreement.**
5. All invoice corrections must be submitted no later than sixty (60) days after the last day of the month in which those services were provided, except at

the end of the fiscal year, when all invoices and corrections must be submitted by the fifth (5th) working day of the month following the end of the fiscal year.

6. The County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within forty-five (45) working days following receipt of Contractor's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.
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. Match Requirement – The Contractor shall provide a ten percent participation match of all awards. The formula for this match is the total of all awards divided by 0.9 times 0.1. Using this formula, the match requirement for \$100,000 would be \$11,111.
8. Awards: The Contractor shall acknowledge and ensure the following limitations on Awards and Revenue:
 - a. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.
9. The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.