

THURSTON COUNTY SUPERIOR COURT

REQUEST FOR PROPOSALS FOR: Thurston County Superior Court is accepting proposals from behavioral healthcare agencies to provide comprehensive mental health and substance use disorder treatment services. These services will be for participants of the Thurston County DUI/Drug Court Program (Drug Court), Family Recovery Court (FRC) and as applicable the Safe Babies Court (SBC) Programs.

In order to be considered, agencies must be licensed and certified to provide Substance Use Disorder (SUD) and Mental Health treatment services by the Washington State Department of Health (DOH). Preference will be given to those agencies with dual certification (SUD and Mental Health).

Proposals from minority, women and disadvantaged business enterprises are encouraged.

Request for Proposal Schedule	Dates
Request for Proposals (RFP) Release Date	April 26 th , 2024
Proposal Clarification Period	May 1, 2024- May 7, 2024
Amendments and Addenda	May 8, 2024- May 15, 2024
Proposals Due	May 24, 2024
Proposal Review & Evaluation Period	May 27, 2024- May 31, 2024.
Award Notification	June 3, 2024
Executed Contract	By June 30 th 2024

SUBMITTAL DEADLINE: Proposals are due on **Friday, May 24th, 2024** by **5:00 p.m.** Proposals received late will not be considered.

SUBMITTAL: Proposals can be in either hard copy or electronic format (contained in portable flash drive). Hard copy responses shall be sealed in an opaque envelope or package, clearly marked in the upper left corner with the words "Request for Proposal" followed by the proposer's name and address.

Proposals should be sent to:

Thurston County Superior Court, 2000 Lakeridge Dr. SW, Bldg. 2 Olympia WA 98502
Attn: Sabrina Craig- DUI/Drug Court Program Manager

The narrative responses shall be no longer than 12 pages, double spaced with type font size at least 12-points

FOR FURTHER INQUIRY Contact:

Sabrina Craig, DUI/Drug Court Program Manager
2000 Lakeridge Dr. S.W., Building 2
Olympia, WA 98502

Sabrina.Craig@co.thurston.wa.us

LIMITATIONS: This RFP does not commit Thurston County Superior Court to award a contract, to pay any costs incurred in the preparation of a response to this RFP or for interviews if they are held, or to procure or contract for services or supplies. Thurston County Superior Court reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Thurston County Superior Court.

VENDOR QUESTIONS: Vendors should submit proposal clarification questions to Sabrina Craig at Sabrina.Craig@co.thurston.wa.us **no later than 5:00 p.m. on May 7th, 2024.**

Responses will posted at: <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities> by close of business by **May 15th, 2024.**

SELECTION PROCESS: Only complete proposals will be evaluated. Bidding agencies may or may not be interviewed. The Court reserves the right to do so at its sole discretion.

<u>Evaluation Criteria</u>	<u>Points</u>
Narrative Responses	60
Treatment Experience with Therapeutic Court populations	20
Experience Providing Substance Use Disorder/Mental Health Services	10
Proposal Pricing	<u>10</u>
Total:	100

CONTENTS OF RESPONSES: The response consists of the items listed as follows:

- Part 1: Proposal Summary and Certifications
- Part 2: Receipt of Addenda
- Part 3: Information and Qualifications
- Part 4: Narrative Responses
- Part 5: Proposal Pricing

Respond to all items. Bidders should add additional information as needed to fully develop their responses so that they make sense for this project. Please answer each item fully, completely, and concisely. Unanswered or incomplete responses may disqualify the proposal from further consideration.

Submissions will not be returned. All proposals submitted become the property of Thurston County.

GENERAL CONDITIONS

AWARD OF CONTRACT: The contract award will not be final until the Court and prospective contractor have executed a contract. The contract will be in substantially the form attached hereto as Attachment C.

The Court will enter negotiations for a contract with the highest ranked bidder. If negotiations fail for any reason, the Court may negotiate services from the next highest evaluated bidder or the Court may terminate negotiations with all bidders.

METHOD OF PAYMENT: The method of payment for the contracted services will be at the County's sole discretion using any of the following methods:

- a) By warrant (check)
- b) The County's credit card
- c) Automated Clearing House (ACH)
- d) Electronic Payment

PRICE INCLUSIVE: No additional fees or charges shall apply. Payment will be made by the County as set forth in the sample contract attached hereto as Attachment C.

LAWS, ORDINANCES, PERMITS AND LICENSES: The contractor will comply with all local, state, and federal ordinances, laws and regulations, and is solely responsible to secure any and all applicable permits, licenses, certifications or permissions necessary.

AUTHORSHIP: Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

DESIGNATED EMPLOYEES: The employees who will perform the services on behalf of the Contractor shall be designated and employed by the Contractor. No other individuals shall perform the services required by this Agreement without the express permission of Thurston County Superior Court. Superior Court may require the removal of any employee from performing services under a contract with the Court and the Contractor shall replace such employee upon demand by the Court.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Thurston County. Such intent to subcontract should be clearly identified in the proposal. The

Contractor is responsible for the satisfactory performance of services or activities by any subcontractor.

BACKGROUND INFORMATION

Thurston County Superior Court has been operating its DUI/DRUG COURT(**Drug Court**) since 1998 and has over 800 graduates to date.

Family Recovery Court (**FRC**) has been in operation since 2000 with 171 graduates.

Safe Babies Court (**SBC**) is a new addition to the Superior Court programs and has only been in operation since 2021. SBC is considered an “Early Childhood Court” and serves families with eligible cases whose children are 0-3yo with a goal of early permanency.

These programs represent the coordinated efforts of Thurston County Superior Court, justice system partner agencies, local treatment professionals and other State and local agencies to actively intervene and break the cycle of substance abuse and involvement with the court system. Programs are designed to coordinate judicial oversight with enhanced support services including behavioral health interventions to assist participants in resolving their cases. All programs have a collaborative team approach that include a dedicated Judicial Officer, Program Manager, Coordinators, attorneys from the Thurston County Prosecuting Attorney’s office and Office of Public Defense, State Attorney General’s office, Washington State Division of Children, Youth and Families and our contracted treatment agency. The Superior Court Judges with the support of the Program Manger and Coordinators, lead and provide guidance to the programs teams which works together to support and monitor individual participant progress.

Participant entry into Superior Court programs is voluntary and based on established program eligibility criteria reflected in RCW 2.30.030.and 2.30.100.

Target population for the DUI/Drug Court program are adult non-violent felony offenders who screen as “high risk” for recidivism and “high need” with regard to services necessary to address substance use disorder and/or co-occurring behavioral health and other recovery supports and repeat Gross Misdemeanor DUI offenders who have previously used their deferred prosecution.

Target population for Family Recovery Court are parents whose children have an established dependency case in Thurston County Superior Court, and substance abuse by the individual is alleged in the dependency petition.

Target population for Safe Babies Court families/parents with cases

Program Statistics

https://public.tableau.com/shared/3YJ7G5BB7?:display_count=n&:origin=viz_share_link

https://public.tableau.com/shared/7GM7WXCC6?:display_count=n&:origin=viz_share_link

SCOPE OF SERVICES

The Thurston County Superior Court's—contracted treatment provider is a qualified agency with extensive experience in providing comprehensive behavioral health treatment services to individuals with substance use disorders and/or co-occurring mental health and substance use disorders. These services will be provided only to individuals who are involved in the Thurston County Superior Court Programs (hereinafter referred to as "Thurston County Superior Court-Therapeutic Court programs). The treatment AGENCY will provide the personnel to provide all treatment services as outlined and will include:

Administration of observed urine toxicology services to all Thurston County therapeutic court programs, ensuring availability of appropriate gender staff.

Provide multi-dimensional substance use evaluation using American Society of Addiction Medicine (ASAM) Criteria and DSM-5-TR to identify SUD/Cooccurring disorder, develop individualized treatment plans to address identified needs and goals developed in conjunction with participant.

Provide intensive outpatient and outpatient treatment services utilizing evidence-based treatment models specifically designed to address substance use, criminal behavior and coordination with other ancillary service providers to address co-occurring disorders These treatment services include but are not limited to the following:

Individual treatment sessions to develop goals and monitor progress toward treatment goals consistent with the identified needs in ASAM assessment summary and requirements of the corresponding DUI/Drug Court Phase.

Screening for and referral to individual trauma treatment (EMDR Psychotherapy) sessions.

Group treatment sessions – (MRT, Seeking Safety and Cognitive Self Change) as well as substance use disorder education groups with topics to include but not limited to:

- Medical Aspects of Substance Use
- Relapse
- Disease Model of Addiction

Provide clinical case management to assist participants in identifying barriers to recovery, and strategies for reaching treatment and program goals set by identify the participant in conjunction with DUI/Drug Court team. This case management will be inclusive of the following activities and services on behalf of Medicaid and privately insured clients:

Meet with each participant at the time of intake to determine individual needs.

Act as primary contact for individuals with most intensive barriers and needs

Make necessary referrals to outside agencies for SUD interventions not available in the DUI/Drug Court building and any ancillary services including:

- Medical
- Dental
- Housing
- Basic Needs

PERFORMANCE REQUIREMENTS

The agency shall furnish all labor, necessary to provide program participants with intensive outpatient and outpatient substance use disorder and mental health treatment services, including: group and individual treatment sessions, case management, random drug/alcohol testing, and recovery support services.

The agency must offer both day and evening treatment services in conjunction with the current treatment schedule maintained by the program. Those services will be provided at the Thurston County DUI/Drug Court program building, located at 2400 Bristol Court SW Olympia WA.

The agency must provide a consistent, knowledgeable clinical supervisor(s) to provide appropriate clinical supervision per WAC 246-811-049. A clinical supervisor must attend all clinical staffing and court staffing sessions to provide treatment updates and recommendations to ensure proper information is used in decision-making. The supervisor will make reports both orally and present the court report containing notes from the participant's counselor and documentation of adherence to program requirements, attendance and toxicology testing results.

The agency will be an integral member of the DUI/DRUG COURT team and will ensure attendance of at least 2 agency staff to the annual NADCP conference. Agency staff attendance is at the agency's expense.

The Agency will maintain contract(s) with designated County Medicaid funding organizations

The Agency will maintain an electronic medical record (EMR) capable of data delivery of batch files for the purpose of medical billing and reporting.

Agency will ensure treatment services recommended are authorized as medically necessary through Managed Care Organization (MCO).

Ensure ability to submit HIPAA-compliant medical records in batch form to MCO for authorization, utilization review, discharge planning and quality management of Medicaid services.

Track and monitor individual authorizations for treatment services and communicate those authorizations to participants so as to inform them of funding for treatment services within the DUI/Drug Court program

CONTENTS OF PROPOSALS

PART 1: PROPOSAL SUMMARY AND CERTIFICATIONS

IDENTIFYING INFORMATION

Legal Name of Agency: _____

Street Address City State Zip

Tax Identification Number: _____

Program Location (If different from above) _____

Executive Director: _____

Phone

Fax

By the signature below, the agency and individual signing below certify the following:

INDEPENDENT PRICE DETERMINATION: The proposer guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

The agency listed below is not--and any of its owner(s), officers, partners, limited partners, and representatives are not--debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension", or under any other provision of law pertaining to debarment. Further, the agency, its owner(s), officers, partners, limited partners, or representatives, will not contract with a subcontractor that is debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.

To the best of my knowledge the information contained in this proposal is accurate and complete, the agency will satisfy all requirements of the Request for Proposal and sample contract and that I have the legal authority to bind my agency to a contractual agreement.

Name (Please Print)

Title

Signature

Date

PART 2: RECEIPT OF ADDENDA

All official clarifications or interpretations of the proposal documents will be by written addenda only. Contractor acknowledges receipt of the following addenda if any:

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

Name (Please Print)

Title

Signature

Date

PART 3: INFORMATION AND QUALIFICATIONS

Legal Name of Agency: _____

Street Address _____ City _____ State _____ Zip _____

Tax Identification Number: _____

Program Location (If different from above) _____

Executive Director: _____

Phone _____ Fax _____

Type of Entity (e.g. non-profit corporation, sole proprietorship, limited liability corporation): _____

State of Incorporation: _____

Number of years providing WA licensed Substance Use Disorder Services _____

Number of years providing WA licensed Mental Health Services _____

Professional
Licensure(s): _____

Please provide the following supporting documents with your proposal (not included in narrative page limits):

1) Names and affiliations of the agency's board of directors and executives, if any, including the amount, if any, of each person's financial contributions to your agency.

2) Staff Information:

a) List of key staff including a description of their professional backgrounds, qualifications, experience, and positions relative to the proposal.

b) Provide your agency's turnover rate for clinical staff and supervisors for January 1, 2023 to January 1, 2023 by providing the data requested in the following table:

i. Total Number of Employees who Resigned	_____
ii. Total Number of Employees Discharged	_____
iii. Total Employees Leaving Employment (i+ii):	_____

c) Please comment on your staff retention rate:

3) Quality Indicators;

a) Has your agency been involved in any litigation or administrative proceedings in the past 5 years? ____YES ____NO

If YES, submit a description of each lawsuit, the current status and the outcome (if resolved).

b) Have any complaints involving your agency been filed with any licensing agencies (i.e., DBHR, DOH) in the past 5 years? ____YES ____NO

If YES, submit a description of each complaint, corrective actions, the current status, and the outcome (if resolved).

c) Your organization's last audited financial statement or IRS990 report. If the report or statement is not for 2022, please provide a Profit and Loss Statement, indicating changes in net assets and statements of delivery for 2022.

PART 4: NARRATIVE RESPONSES (limit 12 pages, double spaced, and 12 pt. font)
(Attach additional sheets and reference each response to the question asked)

Question 1: Describe your Intake/Assessment/Individualized Service Plan development/case management process. Include the proposed, sequence and timing of services. (10 pts)

Question 2: Describe your procedures for determining client financial eligibility and billing. (All proponents must have the ability to bill and will be expected to maximize other revenue sources such as Medicaid and private insurance). (10 pts)

Question 3: Please describe how the agency provides staff capacity to provide observed drug testing. (10 pts)

Question 4: Please describe your agency's experience working with the criminal justice system. If none, please describe your agency's willingness to receive technical assistance to gain expertise. (10 pts)

Question 5: Please describe how the agency plans to work within the court environment and culture. Please include how the agency envisions working with the court personnel (including the Judge, the attorneys, and the Program Manager). (10 pts)

Question 6: Please describe any collaborative partnerships the agency has had with other organizations which enhanced treatment outcomes for their clients. Please provide some examples which illustrate how such collaboration has benefited client treatment outcomes. Please describe how the agency resolves conflicts that emerge in collaborative relationships. (5 pts)

Question 7: Please describe the agency's philosophy of ensuring culturally competent, trauma-informed treatment is provided to program participants. (5 pts)

Question 8: Does your agency use an internal client satisfaction survey? If so, please provide a copy of the instrument and the results for 2022 & 2023. Describe the improvements that the agency has implemented in response to client feedback and the strengths identified by clients. (5 pts)

Question 9: Describe your approach to providing individual and group Cognitive Behavioral Treatment (CBT) modalities – specifically, Moral Reconnection Therapy – MRT; Cognitive Self Change - CSC, and Seeking Safety, for both gender-specific and mixed-gender groups which will provide integrated and comprehensive treatment services (10 pts)

Question 10: Describe how your agency will provide treatment services for the DUI/Drug Court program and the Family Recovery Court program. Please describe the program in detail, including how you will measure outcomes for participants (10 pts).

PART 5: PROPOSAL PRICING

Agency Name: _____

Provide a summary of total costs involved with providing the following clinical and support staff salaries (including anticipated cost of living increases), administrative costs and overhead cost necessary to meet the current level of services provided within the DUI/Drug Court program.

Identify sources and amounts of other resources (such as Medicaid and private insurance). Include fees to be charged, third party reimbursements, donations, and in-kind resources.

SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)
THURSTON COUNTY/_____

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**COUNTY**," and _____, with its principal offices at _____, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below, and shall terminate on _____.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.

c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

b. For COUNTY:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$_____.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. SAFEGUARDING PERSONAL INFORMATION

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$_____ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$_____ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$_____.

i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. Automobile Liability: The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$_____ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess, and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **FAILURE TO COMPLY WITH CONTRACT REQUIREMENTS**

a. If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as is legally available including, but not limited to, termination of this Contract in the manner specified herein.

b. If the COUNTY determines that the CONTRACTOR has failed to comply with any of its contractual obligations, the COUNTY will notify the CONTRACTOR in writing of the specific actions which must be taken by the CONTRACTOR to achieve compliance within thirty (30) calendar days or such shorter time as the COUNTY determines based on the circumstances. The COUNTY will offer technical assistance to develop and implement a corrective action plan, offering any specific feedback necessary for making corrections. If the CONTRACTOR fails to comply with the contractual obligations in accordance with the notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold payment until such time as the CONTRACTOR achieves compliance with the Contract terms.

11. **TERMINATION**

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

12. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

14. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of

the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

15. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

16. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

17. NONDISCRIMINATION REQUIREMENT

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

18. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

19. DEBARMENT AND SUSPENSION

As part of compliance with OMB circular A-102 and Executive Order 12549, the CONTRACTOR certifies that neither it nor its principals are not presently suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

The CONTRACTOR has not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The CONTRACTOR is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and has not within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the CONTRACTOR is found to be disbarred or suspended or otherwise excluded from or ineligible for participation in any Federal program at any time during the Contract period, immediate termination of this Contract will result.

20. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 21.

21. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

23. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

_____, Department

Date _____

Date _____

Title: _____

Signature: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 1/5/05

EXHIBIT A - STATEMENT OF WORK

The CONTRACTOR shall provide substance use disorder(SUD) and Mental Health treatment services for Thurston County DUI/Drug Court, Family Recovery Court and when appropriate Safe Babies Court Programs.

1. The CONTRACTOR will maintain certification to provide SUD treatment services by the Washington State Department Health.
 - a. Adult Outpatient Treatment Services described below in accordance with:
 - i. RCW 70.96A,
 - ii. WAC 246-341
 - iii. American Society of Addiction Medicine Patient Placement Criteria (ASAM PPC),
 - iv. DUI/Drug Court, Family Recovery Court and Safe Babies Court Program(s) Policies and Procedures, and
 - v. Adult Treatment Court Best Practice Standards
 - b. Treatment services delivered shall enhance public safety by:
 - i. Providing evidence-based treatment services,
 - ii. Coordinating any and all ancillary medical, behavioral health, services necessary to support the recovery of participants in the therapeutic courts.
 - iii. Closely collaborating with other social service agencies in Thurston County who provide other recovery support services (e.g.) housing case management, MAT, Employment Supports.
 - iv. Providing information regarding participant status and progress in treatment to inform the Drug Court team and judicial officers in decision making,
 - v. Providing effective monitoring of client symptoms as they relate to substance use.
 - vi. Providing the highest level of client accountability relative to treatment requirements.
2. All SUD/MH treatment services will be provided on-site at the Drug Court building located at 2400 Bristol Court or
3. The CONTRACTOR shall provide the following:
 - a. No less than 3 SUDP's or SUDP/MHP clinical staff who are certified by Washington State Department of Health. SUDPT's may be used in lieu of SUDP with appropriate supervision.
 - b. One of the clinical staff members (1) shall be designated as a full-time Clinical Supervisor and meets requirements outlined in WAC 246-811-049:
 - i. Has completed clinical supervision training.
 - ii. Meets all WAC and RCW requirements to provide clinical supervision to other clinical staff employed by the treatment agency
 1. If the primary supervisor is not able by statute requirement (WAC 246-811-049 (4) to supervise all personnel an alternate supervisor should be identified with the same training and meeting the same requirements in WAC 246-811-049.
 - c. One administrative assistant to support billing, and onsite data management. This includes encounter data for Medicaid and Criminal Justice Treatment Account services provided within the Therapeutic Court programs.
 - d. Two (2) full-time Urinalysis Technicians/Office Assistants.
4. The CONTRACTOR shall, at its own expense, ensure attendance of two (2) staff members to the National Association of Drug Courts Professionals (NADCP) annual conference.

5. The Contractor shall ensure that continuing education is provided- CONTINUING EDUCATION 42 USC 300X-28(B) AND 45 CFR 96.132(B)
6. The CONTRACTOR shall utilize, at minimum, the following evidence-based treatment models in the provision of DUI/Drug Court treatment services:
 - a. Clinical staff are to be trained and supervised to ensure fidelity in the following treatment modalities:
 - i. Moral Reconation Therapy (MRT),
 - ii. Cognitive Self Change (CSC), and
 - iii. Seeking Safety
 - iv. Cognitive Behavioral Therapy
 - v. Motivational Interviewing.
 - b. All clinical staff providing direct services shall be trained in providing treatment services for participants with co-occurring disorders.
 - c. All staff shall be trained in accordance with DUI/Drug Court, Family Recovery Court and Safe Babies Court Program(s) Policies and Procedures, program contracts and Participant Handbooks.
7. The CONTRACTOR shall provide services to a maximum participant census of no more than 105- DUI/Drug Court participants, 16 Family Recovery Court participants and 16 Safe Babies Court participants.
 - a. This number may be increased in mutual agreement with the CONTRACTOR and the COUNTY based on alternative/additional funding sources being obtained during the contract period.
8. The CONTRACTOR shall provide Substance Use Disorder treatment services as follows:
 - a. Complete a bio-psychosocial assessment within 7 calendar days from the date of entry into a program.
 - b. Treatment services shall be provided during regular and non-business hours such as days, evenings weekends, and holidays as prescribed by the program.
 - c. UA and oral fluid testing protocols and the correct chain of custody must be carefully followed and documented as outlined in the Program Policies and Procedures, program contracts and Participant Handbooks.
 - d. Assess participant's needs and assist with referral to and coordination with community resources as an ongoing part of the individual service plan development and review.
 - e. Ensure medication procedures are followed by all participants as outlined in the Program Policies and Procedures, program contracts and Participant Handbooks. This includes all prescribed medications including those prescribed for Medication Assisted Treatment (MAT).
 - f. If a participant is in need of detoxification, inpatient or Medication Assisted Treatment (MAT) services, the CONTRACTOR shall make all referrals based on Clinical Assessment utilizing ASAM Criteria.
9. The CONTRACTOR shall assist participants in adherence to program contracts and requirements set forth in the program handbook.
10. The CONTRACTOR shall report all violations in accordance with Program Policies and Procedures, program contracts and requirements set forth in the program handbook.
11. The CONTRACTOR shall work with participants who have graduated from the DUI/Drug Court Program to access and/or reconnect with treatment resources and other services in the community in accordance with Program Policies and Procedures, program contracts and Participant Handbooks.

12. The CONTRACTOR shall inform all program participants about the provider grievance procedure and will provide a written copy of the grievance procedure for the participants.
13. The CONTRACTOR will provide annually, evidence of fidelity in the provision of all treatment modalities to include:
 - a. MRT
 - b. Seeking Safety
 - c. Cognitive Self Change
14. The CONTRACTOR shall maintain a Medicaid services contract for the provision of Medicaid funded treatment services with all Managed Care Organizations providing Medicaid services within Thurston County
15. The Contractor will
 - a. Participate as a member of the local treatment community with the Thurston County CJTA panel, if requested.
 - b. Ensure that reporting of all CJTA requirements to include:
 - i. Number of IVDU's and PPW's, served quarterly/annually.
 - ii. Innovative practices applied to CJTA consumers within the treatment setting of the Drug Court program.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. Consideration

- A. The maximum compensation payable under this Contract is: \$0.00
- B. The COUNTY shall pay the CONTRACTOR monthly as follows:

Agreed Cost of DUI/Drug Court Program Services	\$ 0.00
Amount received for Medicaid services	-
Received from 3 rd party insurance	-
CJTA	-
Other	
	\$
=Total Monthly Capacity Amount	\$

2. COUNTY Obligation for Payment

- A. No payment shall be made for any services rendered by the CONTRACTOR except for services identified and set forth in this Contract.
- B. The COUNTY shall not be obligated to reimburse the CONTRACTOR for any services or activities, performed prior to having a fully executed copy of this Contract.
- C. Payments shall be made monthly, upon receipt of a properly submitted invoice including:
 - a. All Medicaid services reported to TMBHO

b. All Third Party Payments

c. All CJTA eligible services (all services are provided on a fee for service basis for this funding source based on attached rates.)

D. The COUNTY shall not pay any claims for payment for services submitted more than forty-five (45) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

3. **Service Availability**

A. The CONTRACTOR shall be reimbursed on capacity basis to ensure program capacity to serve.

B. The CONTRACTOR will receive from the COUNTY the difference between agreed monthly reimbursement, less all Medicaid and 3rd party insurance reimbursement.

C. If the CONTRACTOR receives more than the agreed capacity amount through the Medicaid and 3rd party insurance reimbursement during any month of this contract, the CONTRACTOR will make no claim for payment to the COUNTY

4. **Reimbursement**

The CONTRACTOR shall ensure all services under this Contract are:

A. Allowable costs, which are in accordance with the TMBHO fiscal requirements as well as the Medicaid billing codes and requirements

B. Services are documented in AVATAR Management Information System (MIS) as required by TMBHO and reflected on the COUNTY invoice at the time the billing is submitted.

C. Billing for Medicaid eligible *participants*

1) The CONTRACTOR shall ensure verification of all Medicaid benefits using ProviderOne.

2) Services to Medicaid participant shall be billed directly through the Thurston/Mason Behavioral Health Organization per directions outlined in the Medicaid provider contract

3) Any amounts billed by the CONTRACTOR and paid by the COUNTY for services rendered to participants eligible for Medicaid services shall constitute an overpayment.

D. Billing for Non-Medicaid eligible participants

1) The CONTRACTOR shall conduct a thorough financial screen on each participant requesting treatment services and will bill the appropriate payer for services delivered.

5. **Billing Limitations**

The CONTRACTOR shall ensure:

A. If the participant has insurance, the CONTRACTOR is required to bill their primary insurance first.

B. Single Source Funding

- 1) Only one source of funds can be used at any given time.
- 2) All treatment services provided to an individual participant during any one period of time must be funded from a sole source of funds under this Contract.
- 3) The funding designated by the treatment CONTRACTOR in AVATAR (MIS) defines the single source of funds to be used to fund the treatment services provided to an individual participant.

C. Multiple Payments for the Same Claim

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

D. 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 CONTRACTOR shall repay in full within 30 days of notice to repay from the COUNTY.

6. Invoice Submittal

The CONTRACTOR shall ensure the following to receive proper reimbursement:

- A. Submit an invoice and budget vs actual report within 10 days of receipt of payment from TMBHO for the month during which services were performed under this Contract. Payment is subject to the COUNTY receiving the supporting documentation and in appropriate form.
- B. Make all reasonable effort to collect from Third Party Insurers when available. All fees and third party charges billed to or for a participant who is counted toward the Contract Statement of Work, or for whom services were subsidized using Contract funds shall be deducted from the COUNTY invoice each month by service.
- C. Shall not charge or accept additional fees from any participant, relative, or any other person, for services provided under this Contract other than those specifically authorized by the COUNTY. The CONTRACTOR shall require its subcontractors to adhere to this requirement. In the event the CONTRACTOR charges or accepts prohibited fees, the COUNTY shall have the right to assert a claim against the CONTRACTOR on behalf of the participant, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.
- D. The COUNTY agrees to make payment for contracted activities provided within thirty (30) days of receipt of the CONTRACTOR's invoice.
- E. The CONTRACTOR shall submit documentation of services supported by data from AVATAR with their monthly invoices.

7. Reduction in Funding

With regard to all services:

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

8. Medicaid Rules and Limitations

The CONTRACTOR shall adhere to the following Medicaid rules and limitations as appropriate:

- A. Ensure covered Medicaid SUD treatment services for Medicaid-eligible participants are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.
- B. Maintain a Medicaid Provider Agreement with the TMBHO.
- C. Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible participants for Medicaid eligibility.
- D. Assist all Medicaid-eligible participants in applying for benefits when benefits if and when they are not current.
- E. The CONTRACTOR shall charge all covered Medicaid services provided to Medicaid-eligible participants as a Medicaid expenditure through the appropriate Medicaid billing system.
- F. Medicaid eligible participants shall not be charged any fees for any reason including, but not limited to appointments for:
 - *Screening*
 - *Brief risk intervention therapy*
 - *Interim services*
 - *Assessments*
 - *Individual sessions*
 - *Group sessions*

9. Employee Education Regarding False Claims Recovery

If the CONTRACTOR makes or receives payments under Medicaid of at least \$5,000,000 annually the CONTRACTOR shall:

- A. Establish written policies for all employees and subcontractors that provide detailed information about the False Claims Act established in section 1902(a) (68) (A) of the Social Security Act.
- B. Include detailed information about the CONTRACTOR's policies and procedures for detecting and preventing waste, fraud, and abuse.
- C. Include a specific discussion of the laws described in the written policies in the CONTRACTOR's employee handbook if there is one. The discussion shall emphasize the right of employees to be protected as whistleblowers and include a specific discussion of the CONTRACTOR's policies and procedures for detecting and preventing fraud, waste, and abuse.

10. Final Billing

The CONTRACTOR shall ensure that final billing for services provided under this Contract shall occur no more than 45 days after the end of each fiscal year of this Contract.

When terminating the Contract, the COUNTY shall withhold the final payment until the open (admitted for treatment services) cases in AVATAR MIS reporting system have been discharged from the system by the CONTRACTOR.

EXHIBIT C – SPECIFIC TERMS

Definitions Substance Use Disorder Modalities

Alcohol/Drug Screening and Brief Intervention: A combination of services designed to screen for risk factors that appear to be related to alcohol and other drug disorders, provide interventions to enhance patient motivation to change and make appropriate referrals as needed.

Ancillary Costs: With the funds provided under this Agreement, the CONTRACTOR must prioritize payments for expenditures associated with providing Medically Necessary residential services for Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver. Costs include, but are not limited to, room and board in a residential treatment facility and administrative costs related to the Involuntary Treatment Act.

Case Management Services: An ongoing process to assist eligible clients gain access to and effectively use necessary health and related social services. Case management is used to either involve eligible clients in substance use disorder treatment or to support them as they move through stages of substance use disorder treatment within or between separate treatment agencies. Services are delivered to enrollees with substance use disorders who need assistance in obtaining necessary medical, social, educational, vocational and other services.

Inpatient Withdrawal Management Services: required for the care and/or treatment of individuals intoxicated or incapacitated by alcohol or other drugs while the person recovers from the transitory effects of acute or chronic intoxication or withdrawal from alcohol or other drugs. Services are provided in facilities with sixteen (16) beds or less and exclude room and board. Services include:

- ☐ Screening and withdrawal management; and
- ☐ Counseling persons admitted to a program within a certified facility, regarding their illness in order to stimulate motivation to obtain further treatment, and referral of individuals who have completed withdrawal management to other appropriate substance use disorder service providers.

Involuntary Commitment Act - Substance Use Disorder: Includes all services and administrative functions required for the evaluation for involuntary commitment of Individuals in accordance with [RCW 70.96A.140](#). This includes all clinical services, costs related to court processes and transportation. The decision-making authority of the CDP/CDPT must be independent of the BHO administration. ITA services continue until the end of the involuntary commitment.

Residential Treatment (in support of ITA): Services that are provided to an Individual in a twenty-four (24) hour per day supervised facility that includes room and board in accordance with [WAC 388- 877](#). Services include individual and group counseling, education, case-management and related activities.

Laboratory Services: Drug screens only when medically necessary and when:

- ☐ Ordered by a physician as part of a medical evaluation; or
- ☐ A drug and alcohol screen is required to assess suitability for medical tests or treatment.
- ☐ The Individual is pregnant or receiving Opiate Substitution Treatment.

Substance Use Disorder Treatment: Rehabilitative services of diagnostic evaluation and face-to-face individual or group counseling using therapeutic techniques that are provided in certified programs that include:

- ☐ Outpatient treatment in substance use disorder treatment centers; and

- Treatment services, excluding room and board, provided in residential treatment facilities with 16 beds or less.

Withdrawal Management: Services that are provided to an Individual to assist in the process of withdrawal in a safe and effective manner in accordance with ASAM criteria.

ADMISSION PRIORITY POPULATIONS (45 CFR 96.131 and 4, 42 USC 300x-27)

The CONTRACTOR shall ensure treatment admissions are prioritized in the order as follows:

- Medicaid eligible individuals
- Pregnant injecting drug users
- Pregnant substance abusers
- Injecting drug users
- Other (in no priority order)
- Postpartum (up to one year, regardless of pregnancy outcome).
- Parenting persons
- Youth
- Offenders
- Individuals transitioning from residential care to outpatient care.

The CONTRACTOR shall publicize information on priority populations. Priority Populations information must be posted in a public area. DBHR has printed posters to meet this need.

PATIENT FINANCIAL ELIGIBILITY DETERMINATION

The CONTRACTOR shall screen each participant to determine their individual eligibility for funding and will prioritize assignment of benefits as follows:

Medicaid

CJTA

Private Insurance

Self-Pay

All persons will be referred to Health Plan Finder website for eligibility determination at <http://www.wahbexchange.org>

If an individual is not Medicaid eligible the Contractor will conduct an inquiry regarding the participant's gross monthly income (adjusted for family size) and if it is determined that they do not exceed the 220% of the Federal Poverty Guideline they will be qualified for utilization of CJTA funding.

QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT

The COUNTY believes that a vigorous quality management system leads to better outcomes for participants, a more transparent and compliant service delivery system, that is able to adapt more efficiently to an ever-changing delivery system.

The Contractor shall adopt quality management strategies as outlined in this contract and in TMBHO Policy QM-501 Quality Assurance and Quality Improvement Plan.

The Contractor shall designate an individual within the organization to serve as the Quality Management Representative. The name and duties of the Quality Management Representative shall be made available to the COUNTY and TMBHO upon request.

All Performance measures, reviews and audits included in this section shall meet the minimum standards outlined in this contract and with TMBHO of ninety (90) percent to be considered compliant, unless otherwise stated. For performance measures, reviews and audits that fall below the ninety (90) percent threshold, the COUNTY and TMBHO may require the CONTRACTOR to create a Performance Improvement Plan (PIP) or be subject to a Corrective Action Plan (CAP) developed by the COUNTY and/or TMBHO.

The CONTRACTOR shall develop an internal Quality Management Plan every two (2) years.

The Quality Management Plan shall include a systemic, organization-wide quality management process to measure, assess, analyze and improve performance. At a minimum, the Contractor shall monitor their internal Quality Management process and provide monitoring results/outcomes to the COUNTY and TMBHO upon request. The Quality Management Plan shall include the following elements:

Internal clinical chart reviews: This should include the focus, frequency and sample-size of internal clinical chart reviews. It should also include how the CONTRACTOR will use results of internal chart reviews to improve organizational performance.

Timeliness of Services: This should include how the CONTRACTOR measures and monitors the timeliness of services rendered to Enrollees.

Use of Mental Health Practice Guidelines (*does not apply to SUD*): This should include how the Contractor monitors use of Practice Guidelines.

Training: This should include how the Contractor incorporates staff training, at all levels, to improve performance and strengthen clinical skills (see Section 12).

Grievances and Critical Incidents: This should include information on how the Contractor regularly reviews and incorporates information from Grievances and Critical Incidents to improve organizational performance (see Sections 13 and 15).

Productivity: This should include methods by which the Contractor measures staff productivity, methods productivity is enhanced through organizational means, and the frequency for which productivity is measured.

Data accuracy, integrity and encounter validation: This should include processes that the Contractor has developed to monitor data accuracy and integrity. Monitoring reviews in this area should focus on required data elements as set forth by TMBHO and DBHR (see Section 14).

Evidence-Based Practice: This should include information current use of EBPs, and steps the Contractor is taking to increase the use of EPBs throughout the organization.

Case coordination with ancillary Contractors: This should include information on how the Contractor is monitoring the frequency and efficacy of care coordination, especially with an Enrollee's primary care.

Policies and Procedures, Protocols, Internal Organizational Communication: This should include strategies the Contractor employs to communicate requirements to all employees. Requirements may come from Federal, State, BHO or internal sources. The section should include ways in which the Contractor communicates these requirements, how it monitors effectiveness of this communication.

The Contractor shall perform quality management activities according to the Quality Management Plan. Deficits noted during any monitoring or review activity shall be included in a Quality Management Work Plan. This Work Plan shall be made available to TMBHO upon request.

The Contractor shall conduct internal clinical chart reviews and submit results to TMBHO upon request.

Reviews shall include the quality and timeliness of clinical record requirements, including, but not limited to:

Intakes and/or assessments;

Individualized service plans;

Enrollee rights;

Efforts to create and support behavioral health services that are driven by and incorporate the voice of the Enrollee and those they identify as family;

The degree to which behavioral health services delivered are age, culturally and linguistically competent and appropriate;

Monitoring activities to ensure that services are offered and provided in the most appropriate manner, within the least restrictive environment;

Efforts to create and support services that promote Enrollee recovery and resiliency; and

Efforts to provide services that are integrated and coordinated with other formal and informal allied service delivery systems.

The Contractor shall also monitor the following areas, and provide evidence to the COUNTY and TMBHO upon request:

Service utilization, with particular attention to outliers (over and under-utilization of services) and service intensity according to the ASAM Criteria;

Enrollee Grievances and Critical Incidents; and

The degree to which staff productivity meets or exceeds the minimum fifty (50) percent standard of direct care service.

The Contractor shall monitor Timeliness of Services that meet the Access Standards of this Contract, and provide evidence to the COUNTY and TMBHO upon request, including:

Routine intake evaluation or assessment for behavioral health services – 14 days from request for service;

First routine outpatient service – 28 days from request for service;

Crisis and phone services – must be available 24/7/365 and answered by a live person. If the Contractor subcontracts for crisis services, the Contractor must ensure this standard is included and met.

Number and disposition of second opinion requests;

Number and reason for requests for extensions of authorization requests that are greater than 14 days from the intake date.

Requests for all services even if no service occurs.

The COUNTY and TMBHO will engage in ongoing quality management activities throughout the year. This includes conducting clinical, program, and utilization reviews. Ongoing quality management reviews are announced and the Contractor is expected to participate by:

Ensuring that clinical records are available for review;

Creating Program Improvement Plans (PIPs) in response to any findings; and

enacting recommended programmatic and clinical changes once the PIP has become finalized.

The COUNTY and TMBHO, or any of their duly authorized representatives, may conduct announced and unannounced:

Surveys, audits, and reviews of compliance with licensing and certification requirements and terms of this Contract;

Contract, chart and data quality compliance reviews;

Reviews regarding the quality, appropriateness and timeliness of behavioral health services provided under this Contract;

Inspections and/or audits of financial records; and

Investigations of Medicaid fraud, waste and abuse.

The Contractor shall notify the COUNTY when an entity other than the COUNTY or TMBHO performs an audit or review described above related to any activity contained in this Contract.

Agency Licensing and Credentialing

The Contractor shall meet licensing requirements for a community mental health agency as defined in WAC 388-877 and 388-877A, as they now exist or are hereinafter amended. The Contractor shall ensure that appropriately licensed and certified staff is employed when required by State and Federal regulations and statutes.

All services to adults, older adults, children, and special populations shall include those requirements as described in State WACs 388-877 and any successor. The Contractor shall submit copies to TMBHO of agency licenses, certifications, and proof of insurance annually when renewed. The Contractor must participate in an agency credentialing process at least every two years. Type of credentialing application, either a complete or re-credential, as well as the date of the application process, shall be determined by TMBHO.

The Contractor shall notify TMBHO immediately if there is any change in licensing status or in the event a license or certification is revoked or not renewed.

EVIDENCE BASED PRACTICE

The CONTRACTOR shall provide Moral Reconciliation Therapy (MRT) which is an evidence-based treatment program for individuals with SUD and Criminal behaviors. Providing annual fidelity measures to the COUNTY to be included in year-end reports.

The CONTRACTOR shall provide Seeking Safety which is an evidence-based treatment program for individuals that have experienced trauma and suffer from SUD. Providing annual fidelity measures to the COUNTY to be included in year-end reports.

BACKGROUND AND EXCLUDED PROVIDER CHECKS

The Contractor shall conduct upon hire and at every annual employee review or as required by TMBHO a criminal background check and an excluded provider check through the Office of Inspector General (OIG).

Any employee to be found on the OIG Excluded Provider Lists or to have committed a crime listed on the DSHS Secretary Lists of Crimes and Negative Actions (available at <http://dshs.wa.gov/bccu/bccucrimeslist.shtml>), must immediately stop providing any services under this Contract or any other Contract between TMBHO and the Contractor.

CO-OCCURRING DISORDER SCREENING AND ASSESSMENT

The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process shall result in remedial actions up to and including financial penalties as described in Section 18, Remedial Actions, of this Contract.