

## THURSTON COUNTY SUPERIOR COURT

REQUEST FOR PROPOSALS FOR: Thurston County Superior Court is accepting proposals from behavioral healthcare agencies to provide comprehensive substance use disorder treatment, case management, and recovery support services to adults in the Thurston County DUI/Drug Court Program. In order to be considered, agencies must be certified to provide Substance Use Disorder (SUD) treatment services by the Washington State Department of Health (DOH). Preference will be given to those agencies with dual certification for both substance use disorder and mental health services.

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

SUBMITTAL DEADLINE: Proposals are due on **October 26<sup>th</sup>, 2018** at 5:00 p.m. Proposals received late will not be considered.

SUBMITTAL: Submit proposals in five (3) copies (original and 1 hard copy and one electronic copy) to:  
Thurston County Superior Court, 2000 Lakeridge Dr. SW, Bldg. 2 Olympia WA 98502  
Attn: Sabrina Craig- Drug Court Program Manager [Sabrina.Craig@co.thurston.wa.us](mailto:Sabrina.Craig@co.thurston.wa.us)

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.

The narrative responses shall be no longer than 12 pages, double spaced with type font size at least 12-points. All materials submitted should be bound in a single document. Please do not submit in 3 ring binder. Bulk must be kept to an absolute minimum. Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed.

### CONTACT FOR FURTHER INQUIRY:

Sabrina Craig, Drug Court Program Manager  
2000 Lakeridge Dr. S.W. Building 2  
Olympia, WA 98502  
[Sabrina.Craig@co.thurston.wa.us](mailto:Sabrina.Craig@co.thurston.wa.us)

LIMITATIONS: This RFP does not commit Thurston County 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 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.

VENDOR QUESTIONS: Vendors should submit proposal questions to DUI/Drug Court program manager, Sabrina Craig at [Sabrina.Craig@co.thurston.wa.us](mailto:Sabrina.Craig@co.thurston.wa.us) no later than 5:00 p.m. on October 15<sup>th</sup>, 2018.

Responses will posted at: <http://www.co.thurston.wa.us/superior/drug%20court.htm> by close of business by **October 19<sup>th</sup>, 2018**.

SELECTION PROCESS: Only complete proposals will be evaluated. Proposers may or may not be interviewed. The County reserves the right to do so at its sole option.

<u>Evaluation Criteria</u>	<u>Points</u>
Narrative Responses	85
Treatment Experience with Offender Population	5
Experience Providing Substance Use Disorder/Mental Health Services	5
Proposal Pricing	<u>5</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

The top sheet of the submittal consists of Part 1, Proposal Summary and Cover Sheet. Respond to all items. Respondents are to add additional information that may be required to fully develop their responses so that they make sense for this project. 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 County and prospective contractor have executed a contract. The contract to be awarded will be in substantially the form attached hereto as Attachment C.

The Court will enter into negotiations for a contract with the highest ranked proposer. If negotiations fail for any reason, the services may be obtained from the next highest evaluated proposer or the Court may terminate negotiations with all proposers.

**METHOD OF PAYMENT:** The method of payment 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 by the Contractor. No other individuals shall perform the services required by this Agreement without the express permission of Thurston County. Thurston County may require the removal of any employee from performing services under a contract with the County and the Contractor shall replace such employee upon demand by the County.

**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**

The Thurston County Superior Court has been operating its DUI/DRUG COURT since 1998 and has over 700 graduates to date. Therapeutic courts represent the coordinated efforts of Thurston County's criminal justice agencies and treatment professionals to actively intervene and break the cycle of substance use and crime. They are designed to coordinate intensive therapeutic intervention with judicial oversight through enhanced supervision and individual accountability. The DUI/DRUG COURT program is a collaborative team approach that includes the DUI/DRUG COURT Judge, Program Manager, attorneys from the Thurston County Prosecuting Attorney's office and the Office of Public Defense, law enforcement, and contracted treatment agency. The DUI/DRUG COURT Judge leads and provides guidance to the team which works together to support and monitor participant progress.

Participant entry into the DUI/DRUG COURT program is voluntary and based on established eligibility criteria. The target population for the Drug Court program is adults charged with non-violent felony offenses committed in Thurston County, identified as "high risk" for recidivism and "high need" for substance use disorder and/or co-occurring treatment services.

The DUI/DRUG COURT program consists of a multi-phased, comprehensive treatment program. The program includes random toxicology testing, education, individual and group therapy, comprehensive case management, regular court appearances, attainment of basic education and employment. Advancement through the phases, including graduation, is based upon participant compliance with program requirements and adherence to Individual Service Plans (ISP's).

## Program Statistics

<b>Thurston County Drug Court Program</b>																							
<b>Annual Program Statistics</b>																							
	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	5/1/98 - 06/30/18	
Screened for ELIGIBILITY	220	329	284	354	340	294	317	304	252	327	280	161	108	205	134	146	159	160	122	131	64	4691	
Found ELIGIBLE	166	273	241	316	295	268	295	285	239	305	268	153	100	182	124	140	154	150	121	130	61	4266	
DECLINED the Program	93	187	158	228	218	186	214	188	143	201	153	74	41	86	52	60	62	40	16	10	4	2414	
Screened for SUITABILITY	73	86	83	88	77	82	81	97	96	104	115	79	59	96	72	80	92	110	105	120	57	1852	
Found SUITABLE	49	67	64	61	55	60	56	62	56	61	66	49	49	75	60	61	75	98	83	100	43	1350	
Found NOT SUITABLE	24	19	19	27	22	22	25	35	40	43	49	30	10	21	12	19	17	12	22	20	14	502	
ADMITTED into Program	49	67	64	61	55	60	56	62	55	62	59	56	49	75	60	61	75	98	83	100	43	1350	
TERMINATED from Program	4	32	29	25	26	19	25	27	26	28	26	25	36	26	35	28	24	51	58	43	29	622	
GRADUATED from Program	0	17	28	40	32	34	33	34	21	31	34	38	25	25	34	28	35	39	39	41	17	625	
DIED while in the Program	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	
OPTED OUT of Program																					5	7	12
WAITING LIST Contract									2	25	13	10	0	0	0	0	0	0	0	0	0	0	50

<b>Thurston County DUI/Drug Court Program</b>													
<b>Annual Program Statistics</b>													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	7/1/08 - 6/30/18	
Screened for ELIGIBILITY	54	56	29	30	28	14	18	10	6	7	7	259	
Found to be ELIGIBLE	49	55	24	30	26	13	18	10	6	7	7	245	
DECLINED the Program	33	31	9	5	6	4	7	3	0	0	0	98	
Screened for SUITABILITY	16	24	15	25	20	9	11	7	6	7	7	147	
Found to be SUITABLE	13	21	14	25	17	8	9	7	6	6	7	133	
Found NOT SUITABLE	3	3	1	0	3	1	2	0	0	1	0	14	
ADMITTED into Program	13	21	14	25	17	8	9	7	6	6	4	130	
TERMINATED from Program	0	7	5	5	5	8	3	1	2	1	1	38	
GRADUATED from Program	0	0	10	15	12	13	8	8	5	3	1	75	
DIED while in the Program	0	0	0	0	0	0	0	1	0	0	0	1	
WAITING LIST Contract	0	0	0	0	0	0	0	0	0	0	0	0	

## SCOPE OF SERVICES

The Thurston County Superior Court – Drug Court treatment provider is a qualified agency with extensive experience in providing comprehensive behavioral health treatment services to individuals with primary substance use disorders and/or co-occurring disorders (COD). These services will be provided to individuals who are involved in the Thurston County Superior Court DUI/Drug Court Program (hereinafter referred to as “DUI/DRUG COURT”). 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 participants assessment of substance use utilizing a multi-dimensional substance use evaluation based on American Society of Addiction Medicine (ASAM Criteria) for Addictive, Substance-Related, and Co-Occurring Conditions) and appropriate referral to ASAM level of care.

Provide intensive outpatient and outpatient levels of care utilizing evidence-based treatment models specifically designed to address criminal behavior amongst individuals with substance use disorders with co-occurring capabilities to include but not be limited to:

Individualized 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.

Trauma-informed screening and referral for individual trauma treatment (EMDR, Psychotherapy)

Individual treatment sessions

Group treatment sessions-(MRT, Seeking Safety and Cognitive Self Change)

Substance Use Education groups with topics to include but not limited to:

- Medical Aspects of Substance Use
- Relapse
- Disease Model

Provide Clinical case manager to participate in multi-disciplinary clinical staffing, 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 contract 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 DUI/DRUG COURT participants with intensive outpatient and outpatient substance use disorder treatment, 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 request authorization for treatment services recommended as medically necessary through the Behavioral Health Organization (BHO) or Managed Care Organization (MCO)

Ensure ability to submit HIPAA-compliant medical records in batch form to BHO or 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 Chemical Dependency Services \_\_\_\_\_

Number of years providing WA licensed Mental Health Services \_\_\_\_\_

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 August 1, 2017 to July 31, 2018 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 2017, please provide a Profit and Loss Statement, indicating changes in net assets and statements of delivery for 2017.

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 2016 & 2017. 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 individualized, group and cognitive Behavioral based services – specifically, Moral Reconciliation Therapy – MRT; Cognitive Self Change - CSC, 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. Please describe the program in detail, including how you will measure outcomes for DUI/Drug Court participants (10 pts).

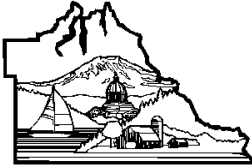
## PART 5: PROPOSAL PRICING

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 the source and amount of other resources (such as Medicaid and private insurance) to be used. Include fees to be charged, third party reimbursements, donations, and in-kind resources.

# **SAMPLE CONTRACT**



THURSTON COUNTY  
WASHINGTON  
Since 1852

**Thurston County Superior Court – DUI/Drug Court Program  
PROFESSIONAL SERVICES CONTRACT  
(INVOLVING PROTECTED HEALTH INFORMATION)**

This Professional Services Contract is entered into in duplicate originals between the SUPERIOR COURT FOR THE COUNTY OF THURSTON, STATE OF WASHINGTON, with its principal offices at 2000 Lakeridge Dr. SW, Bldg. 2, Olympia, WA 98502, hereinafter “**County**” (**DUI/Drug Court Program**), and \_\_\_\_\_, with its principal office at \_\_\_\_\_; \_\_\_\_\_, hereinafter “**Contractor.**”

**PARTIES TO THE CONTRACT**

<b>CONTRACTOR</b>		<b>COUNTY</b> Thurston County Superior Court Sabrina Craig, Program Administrator Thurston County DUI/Drug Court Program 2400 Bristol Ct. SW Olympia, WA 98502 Telephone: (360) 357-2482 ext. 1 Fax: (360) 754-4117 Email: <a href="mailto:Sabrina.Craig@co.thurston.wa.us">Sabrina.Craig@co.thurston.wa.us</a>	
<b>CONTRACT START DATE</b> December 1, 2018	<b>CONTRACT END DATE</b> November 30, 2019		
<b>CONTRACT AMOUNT</b>	<b>EXHIBITS</b> The following exhibits are attached and incorporated into this Contract: Exhibit A - Statement of Work Exhibit B - Compensation and Method of Payment Exhibit C – Specific Terms		
By their signatures below, the parties agree to the terms and conditions of this Professional Services Contract and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Professional Services Contract shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Professional Services Contract and acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.			
<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>		<b>DATE SIGNED</b>
<b>COUNTY SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b> Thurston County Superior Court		<b>DATE SIGNED</b>
<b>DEPUTY PROSECUTING ATTORNEY</b>	Approved as to Form: Jon Tunheim, Prosecuting Attorney By: Jane Futterman, Deputy Prosecuting Attorney		

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

**1. 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.

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Statement of Work which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and as provided for in the Contract, the COUNTY will provide materials, equipment and the facility.
- c. The CONTRACTOR shall perform the work specified in this contract according to standard industry practice and will meet all requirements outlined in WAC 388-877 and all RCW's applicable to the administration of Substance Use Disorder services.
- d. The CONTRACTOR shall adhere to all the Specific Terms as outlined in Exhibit C, attached hereto and incorporated herein by reference. In the event any portion of the Specific Terms contained in Exhibit C conflicts with any provision contained in the Statement of Work set forth in Exhibit A, the provisions in the Specific Terms shall control and be given precedence.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- f. 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.
- g. The CONTRACTOR shall submit reports and other information to the COUNTY in accordance with Exhibit B, Fiscal Provisions attached hereto and incorporated herein by this reference.

**2. 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 and Exhibit B.

**3. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative as set forth on page one of this Contract. Each party may change its representative upon providing written notice to the other party.

**4. COMPENSATION**

The maximum amount payable is set forth on page one of this Contract. Compensation shall be paid in accordance with the provisions of Exhibit B. The funding sources for this Contract are from the Criminal



Justice Treatment Account (CJTA State funds) and the Thurston County Treatment Sales Tax funds.

## **5. SAFEGUARDING CONFIDENTIAL INFORMATION**

a. Confidential Information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the performance of the services, except:

(1) As provided by law; or,

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

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss of Confidential Information. This duty requires the CONTRACTOR to employ reasonable security measures, which includes restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; and (2) physically securing any computers, documents, or other media containing the Confidential Information. The COUNTY reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the CONTRACTOR through this Contract. To the extent allowed by law, the CONTRACTOR shall certify the return or destruction of all Confidential 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 Confidential 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. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

f. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

g. "Personal Information" means 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 Chapter 42.56 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24, 70.96A and 71.05 RCW or other state and federal statutes and regulations governing confidentiality or disclosure.

## **6. 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.

c. The parties may, upon mutual agreement, enter into written change orders provided that said change orders do not materially increase or decrease the scope of work, contract duration, or total contract amount.

## **7. 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 attorney's 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.

## **8. 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 \$1,000,000 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.

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 \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

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 \$1,000,000 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  
2000 Lakeridge Drive S.W., Bldg. 4  
Olympia, Washington 98502

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.

## **9. 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, reduce or eliminate funding available to the CONTRACTOR.

c. At the end of the compliance period, the COUNTY will re-evaluate for compliance and the CONTRACTOR will be notified in writing whether they are in compliance, whether further compliance actions are required, or whether the COUNTY will elect other remedies, including termination.

## **10. 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.

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.

c. This Contract may be terminated in whole or in part by the mutual agreement of the parties. Such termination shall be in writing, signed by both parties and shall include the conditions for termination, the effective date, and the portion to be terminated.

#### **11. 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 shall be responsible for its subcontractors' compliance with all requirements of this Contract and applicable laws. In the event of non-compliance by a subcontractor, the COUNTY may terminate this CONTRACT in whole or in part.

c. 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 the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **12. 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.

#### **13. CONFLICT OF INTEREST**

The COUNTY may, by written notice to the CONTRACTOR, terminate this Contract or any contract in whole or in part if it is found that any of the following laws have been violated in obtaining or amending this Contract or the making of any determinations with respect to this Contract.

- Misconduct of Public Officers, Chapter 42.20 RCW;
- Code of Ethics for Municipal Officers--Contract Interests, Chapter 42.23 RCW

The COUNTY shall not be liable for payment for services rendered pursuant to this Contract, any contract or subcontract to the extent this Contract, any contract, or subcontract was entered into in violation of this clause.

The rights and remedies of the COUNTY provided for in this clause are in addition to any other rights and remedies provided by this Contract.

#### **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 on page 1 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 CONTRACTOR shall comply with Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, as amended (HIPAA). The CONTRACTOR shall comply with HIPAA including all applicable regulations contained in 45 CFR Parts 160 and 164, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5). The CONTRACTOR shall enter into a Business Associate Agreement Addendum with the COUNTY if the COUNTY determines one is required.

## **16. MAINTENANCE OF RECORDS**

The CONTRACTOR agrees to establish and maintain accounting records and files which accurately reflect all direct and indirect costs related to the performance of this Contract. Records will enable identification of all Federal funds received and expended by Catalog of Federal Domestic Assistance Number (CFDA#), Federal program, contract number and year, name of Federal, state and contracting agency. Records will meet the requirements of OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

In addition to those Patient Records prescribed in WAC 388-877-0425 & 0748, The CONTRACTOR shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in performance under the approved Contract statement of work and/or Contract budget for six (6) years after the expiration or termination of the Contract. Such fiscal books, records, documents, reports and other data shall be retained in a manner consistent with the Washington State Health Care Authority Medicaid billing system regulations and with the Thurston/Mason Behavioral Health Organizations Medicaid Information System (MIS) AVATAR.

The CONTRACTOR shall maintain records to document performance of all acts required by law, regulation

and this CONTRACT.

The CONTRACTOR agrees to retain all documents and records relating to this Contract for six years after the expiration or termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR agrees to retain all records, reports and other documentation until all such litigation, claims and audits have been resolved.

#### **17. INSPECTION OF BOOKS AND RECORDS**

The CONTRACTOR agrees that independent auditors, the COUNTY and/or authorized representatives of the state and Federal agencies will have full access, the right to inspect, audit and review, and the right to copy or transcribe all financial records, reports and other documentation pertinent to this Contract. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the CONTRACTOR shall provide the COUNTY and authorized representatives of the state access to its place of business and to its records which are relevant to its compliance with this Contract, and applicable laws and regulations. The COUNTY reserves the right to perform a fiscal review during the period of this Contract, and/or a closeout review at the completion of this Contract. The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract.

#### **18. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in employment or in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

#### **19. 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 DSHS. 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.

#### **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. NOTICES**

Any notice 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 on page 1. 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.



## EXHIBIT A - STATEMENT OF WORK

The CONTRACTOR shall provide substance use disorder treatment services for Thurston County DUI/Drug Court Program.

1. The CONTRACTOR will maintain certification to provide substance use disorder (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 388-877
    - iii. American Society of Addiction Medicine Patient Placement Criteria (ASAM PPC),
    - iv. DUI/Drug Court Program Policies and Procedures, and
    - v. The Ten Key Components of Drug Court
  - b. Treatment services delivered shall enhance public safety by:
    - i. Providing evidence-based treatment services,
    - ii. Coordinating any and all ancillary medical, behavioral health, housing employment services necessary to support the recovery of participants in the DUI/Drug Court program.
    - iii. Providing information regarding participant progress in treatment so as to inform the Drug Court team and judicial officers in decision making,
    - iv. Providing effective monitoring of client substance use.
    - v. Providing the highest level of client accountability relative to treatment requirements.
2. The CONTRACTOR shall provide the following:
  - a. Five (5) full-time Chemical Dependency Professionals (CDP) who are certified by Washington State Department of Health. CDPT's may be used in lieu of CDP with appropriate supervision
  - b. Of the (5) full time CDP's, no less than one (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 CDP's or CDPT's employed by the contractor within the Drug Court program.
      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 (1) full-time Case Manager.
  - d. One (1) full-time Program Admin Assistant/Coordinator.
  - e. Two (2) full-time Urinalysis Technicians/Office Assistants.
3. 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.
4. The Contractor shall ensure that continuing education is provided- CONTINUING EDUCATION 42 USC 300X-28(B) AND 45 CFR 96.132(B)
5. The CONTRACTOR shall utilize, at minimum, the following evidence-based treatment models in the provision of DUI/Drug Court treatment services:
  - a. Chemical Dependency Professional (CDP) staff are to be trained and supervised to ensure fidelity requirements in the following treatment modalities:

- i. Moral Reconciliation Therapy (MRT),
    - ii. Cognitive Self Change (CSC), and
    - iii. Seeking Safety.
  - b. All CDPs/CDPT's 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 Program Policies and Procedures, program contracts and Participant Handbooks.
6. The CONTRACTOR shall provide services to a maximum participant census of no more than 105 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.
7. 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 the DUI/Drug Court Program. WAC 388-877-0610 Clinical- Initial Assessment.
  - 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 BA testing protocols and the correct chain of custody must be carefully followed and documented as outlined in the DUI/Drug Court 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 DUI/Drug Court 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.
8. The CONTRACTOR shall follow all DUI/Drug Court Program Policies and Procedures, assist participants in adherence to program contracts and requirements set forth in the program handbook.
9. The CONTRACTOR shall report all violations in accordance with DUI/Drug Court Program Policies and Procedures, program contracts and requirements set forth in the program handbook.
10. 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 DUI/Drug Court Program Policies and Procedures, program contracts and Participant Handbooks.
11. 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.
12. 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
13. The CONTRACTOR shall maintain a Medicaid services contract for the provision of Medicaid funded treatment services with the Thurston/Mason Behavioral Health Organization (TMBHO) or its successor to include but not limited to the following requirements:

- a. Meet all deliverables identified in TMBHO Statement of Work-(Exhibit A TMBHO)
- b. Meet all service and invoice requirements outlined in TMBHO Compensation- (Exhibit B TMBHO)
- c. Ensure compliance with TMBHO Access to Care Standards- (Exhibit C TMBHO)
- d. Ensure that services are provided or referred to as described in Modality Definitions-(Exhibit D TMBHO)
- e. Participate as a member of the local treatment community with the Thurston County CJTA panel.
- f. Ensure that reporting of all CJTA requirements to include:
  - i. Number of IVDU's and PPW's, served 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 TMBHO	-
Received from 3 <sup>rd</sup> 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 3<sup>rd</sup> party insurance reimbursement.

- C. If the CONTRACTOR receives more than the agreed capacity amount through the Medicaid and 3<sup>rd</sup> 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 an 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.