



King County

KING COUNTY

BEHAVIORAL HEALTH ORGANIZATION

DETAILED PLAN RESPONSE

October 30, 2015



King County
Mental Health, Chemical Abuse
and Dependency Services Division

Department of
Community and Human Services

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October 30, 2015

Chris Imhoff, Director
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Dear Ms. Imhoff:

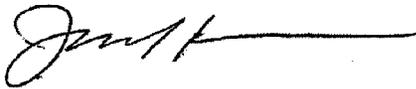
I am pleased to submit the King County Behavioral Health Organization (BHO) Detailed Plan Response on behalf of King County. We are enthusiastic about the direction the state is going to integrate care for individuals living with mental illness and substance use disorders and we are looking forward to working with DBHR staff to create and operate the BHO for the King County region. We are working diligently with staff to address outstanding concerns that will be significant barriers to the successful implementation and ongoing operation of the BHO. Specifically, we want to partner with DBHR staff to address the following.

- Development and implementation of an integrated data system: The BHOs received draft data elements of non-ProviderOne data requirements on September 1, 2016, significantly later than the timeframe necessary to successfully implement a fully integrated data system at the BHO level and more importantly for the providers to develop adequate data infrastructure, especially new substance use treatment providers. King County submitted feedback to the state regarding the draft data elements and we continue to wait for a final data dictionary to be released. The ongoing delays in necessary information, coupled with the quickly approaching April 1, 2016 deadline, means that the BHOs may be unable to have a fully operating data system on April 1, 2016. In addition, some of our community providers may not have the capacity to transmit data to the BHO in the required format by April 1, 2016. We are working very closely with providers and have been providing ongoing training and technical assistance over the past year to support their success. King County is prioritizing data transactions related to authorizing benefits and paying providers for April 1, 2016. However, we continue to be concerned about the lack of necessary information to implement a fully functioning integrated data system and the impact that will have on our BHO operations. Any assistance you can offer would be greatly appreciated.

- Integrated rates for the BHO: To date, the BHOs still have not received final rates from the state for BHO operations. We need final rates to set rates for our provider network and develop contracts. The draft rates we have seen, coupled with the potential changes to the newly eligible Medicaid rate, give us great concern. If the BHOs do not receive rates sufficient to deliver the full range of services required in the contract it puts the County and clients at significant risk.

If you have any questions or would like to talk further about our challenges, please feel free to contact me directly. King County looks forward to partnering with DBHR to ensure successful integration of care for some of our region's most vulnerable people. It is imperative that we ensure critical infrastructure and sufficient resources are available to BHOs to do this.

Sincerely,



James R. Vollendroff
Director

JRV:gac

Q:/Management/WPData/Jim/Letters/2015/Cvr Ltr Detailed Plan

cc: Adrienne Quinn, Director, Department of Community and Human Services
ATTN: Susan McLaughlin, Health and Human Services Integration Manager

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Section I: General and Overall Transition Plan

- 1 If the proposed Behavioral Health Organization involves more than one county, provide a copy of the required agreement that meets the requirements in RCW 71.24.100 and RCW 71.24.110 (Line 160 and Line 161)**

Response: Following implementation of Second Substitute Senate Bill 6312, the state identified 10 new Regional Service Areas (RSAs) to align Medicaid purchasing, King County was and remains a single county RSA.

King County is proposing to operate the Behavioral Health Organization (BHO) for the King County RSA consistent with RCW 71.24.100 and 71.24.110. There are no other counties involved in the King County RSA. The boundaries of the King County region correspond fully with the boundaries and responsibilities of King County government. King County agrees to operate a BHO that has responsibility for behavioral health services for the entire RSA as established under RCW 43.20A.893.

King County is 2,115 square miles and includes urban, suburban and rural areas spanning from the Puget Sound to the west to the Cascade Range to the east. The region is home to more than 2 million people, including approximately 418,000 Medicaid eligible children and adults. The County has experienced a growth in population of over 220,000 people since 2000, an 11% increase. The County's population is becoming increasingly diverse, with more than half of new residents migrating from other countries and states. A growing number of new residents speak languages other than English. County poverty rates are also increasing, especially in the suburbs. County demographers anticipate ongoing population growth in King County along with an increase in diversity of cultures represented in the region.

1.1 The King County Department of Community and Human Services (DCHS), Mental Health, Chemical Abuse & Dependency Services Division (MHCADSD), doing business as "King County", is an integrated division of mental health and substance use disorder services that has had sole responsibility for administering and delivering behavioral health services in the King County region for more than 25 years through a variety of funding sources including Medicaid, non-Medicaid state dollars, mental health and substance abuse block grants, federal grants and local funding sources. King County's significant local investments include the .1% mental health and substance use disorder sales tax levy and the Veteran's and Human Services Levy (VHSL) both of which are also administered within the DCHS, allowing King County to braid multiple funding sources in a way that supports a comprehensive continuum of behavioral health services.

1.2 King County has served as the Regional Support Network (RSN) for the King County region since 1990. As such, King County has successfully maintained responsibility for the administration and delivery of mental health services under a managed care Prepaid Inpatient Health Plan (PIHP) contract with the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR). Mental health services fall into four levels of care: outpatient, inpatient, crisis and

residential. Outpatient services make up the largest category, including individual, group and family therapy; case management; crisis intervention; employment services; medication management; housing and other supports provided by a network of 20 community agencies. In 2014, 49,438 unduplicated individuals received a mental health service, an increase of more than 4,000 people served in 2013, largely due to health care reform. This includes 13,352 children, 28,990 adults and 7,096 older adults. Outpatient services were provided to an unduplicated total of 42,059 individuals living with mental illness. King County Crisis and Commitment Services provides 24/7 crisis response and investigation for involuntary detention by Designated Mental Health Professionals (DMHPs). A DMHP determines if a person is gravely disabled or a danger to themselves or others. DMHPs evaluated 6,143 people in 2014 and detained 3,353 (55%). King County also funds a 24-hour crisis line operated by the Crisis Clinic. The Crisis Clinic received more than 80,000 calls from community members in 2014.

- 1.3** King County also maintains responsibility for the delivery of county substance use disorder services via the County Alcohol and Drug Coordinator. Substance use services are provided by a network of 35 community agencies that include prevention, outpatient treatment, detoxification, sobering, medication assisted opiate treatment, and involuntary treatment for those who are incapacitated or a danger to themselves or others. In 2014, 9,099 persons received outpatient treatment, including 8,064 adults and 1,035 youth. An additional 4,472 adults received medication assisted opiate treatment. King County Emergency Services Patrol (ESP) works 24/7 to provide triage and transport to intoxicated/drug involved individuals throughout the City of Seattle. The ESP transports individuals in need of essential service to a variety of locations including, the sobering center, hospitals, or home. ESP completed 21,982 transports, diverting persons from the streets.

With more than 25 years of experience in the administration and delivery of behavioral health services, King County MHCADSD has the knowledge and expertise to operate the BHO for the King County region. MHCADSD has been developing the infrastructure to expand its managed care activities to an integrated behavioral health treatment system and will be prepared to begin this role by April 1, 2016.

Section II. Transition and Coordination of Services Plan

- 1 **Discuss your transfer process to ensure a seamless and safe transition in services, including the sharing of information. Discuss how your transfer process will work with a region that is fully integrated and is not managed by a BHO (Line 187 RCW 71.24.845)**

- 1.1 Transfer process to ensure a seamless and safe transition in services, including the sharing of information.

Response: King County will work with SUD providers to ensure that a safe, medically appropriate transition plan that considers the health and safety needs of each individual client is developed prior to April 1, 2016. Any eligible client needing continued treatment after March 31, 2016 who meets medical necessity criteria will be transitioned on April 1, 2016 to a new benefit appropriate to their clinical need based on ASAM placement criteria. King County will maintain continuity of care by paying for services for up to 60 days beginning April 1, 2016 for all clients for whom an appropriate and acceptable transition plan has not been implemented. Services will be continued until the course of treatment is complete or until the King County BHO evaluates the client and determines that services are no longer necessary or that a different course of treatment is indicated.

The King County BHO Transition Plan is as follows:

- 1.1.1 **MHCADSD Transition Team:** In November 2015, MHCADSD will put together a transition team to ensure a seamless and safe transition of services from the current SUD system to the King County BHO. The transition team will include MHCADSD leadership, IT, contracts, and clinical staff, including the new BHO staff described below. The transition team will develop protocols and data solutions for transitioning clients enrolled in SUD outpatient and Opiate Treatment Programs (OTP). In addition, the team will work with residential treatment providers and our state partners for the transition of SUD residential treatment services delivered through March 2016 to the BHO beginning April 1, 2016. The protocols will ensure clients are enrolled in the most appropriate level of care consistent with their ongoing treatment needs. The team will also be responsible for providing training and technical assistance to providers regarding implementation of transition protocols.

1.1.2 **Hiring new staff:** As part of the BHO implementation plan, King County will hire additional care authorizers and clinical team staff to support the increased responsibility associated with managing substance use disorder treatment services. Four new positions (3 care authorizers and 1 supervisor) will be hired as described in Section V(2), all with specific substance use disorder expertise. These positions will be hired in January and February 2016. This timeline will allow sufficient time to train staff and have staff ready to assist with the transition of clients to the BHO.

1.1.3 **Execute Qualified Service Organization Agreements with SUD providers:**

King County will execute Qualified Service Organization Agreements (QSOA) or specialized Business Associate Agreements with every contracted behavioral health provider describing the role of the King County BHO as the behavioral health plan and how data submitted by providers will be used. As next steps, King County is working on the procedures associated with sharing this protected information and will be reviewing those procedures and the associated documents with council (prosecuting attorney's office (PAO)) in early November and prior to any implementation. King County will include the QSOA in the contract boilerplate with every treatment provider agency and will develop a standard release of information form (ROI) that each individual in treatment signs describing how their personal information will and will not be disclosed.

1.1.4 **Obtain written consent from clients for sharing information in accordance with 42 CFR Part 2, Subpart C, 2.31:** Beginning in January 2016, MHCADSD will work with substance use providers to collect Releases of Information (ROIs) for all clients who are currently receiving substance use services and for all new clients going forward. A field will be added to the King County BHO integrated database to track ROIs received from providers to indicate client consent. This flag will be used to determine if the client data can be shared within the provider network and displayed on application screens, queries, and reports.

1.1.5 **Provider Transition Plan Training and Technical Assistance:** In January 2016, King County will convene a meeting of all SUD providers to discuss transition planning and describe the County's protocol for transitioning clients from the current SUD system to the BHO. Each provider will be asked to compile a list of clients currently enrolled in treatment at their agency. The following treatment information will be gathered:

- Start date of services
- What services are being provided
- Planned treatment end date
- Service provider information

- Treatment location
- Administrative records, as needed
- Individual client transition plan including treatment needs post April 1, 2016

In order to ensure the seamless transition of services, each agency will submit a transition plan for every enrolled client by no later than February 15, 2016.

1.1.6 Transition Plan Implementation:

For those clients who are identified and expected to be engaged in treatment on April 1, 2016, the transition team will work with the agency to determine the most appropriate benefit option consistent with the King County BHO benefit structure. The following describes available options for SUD benefits:

1.1.6.1 Outpatient services:

Clients will be transitioned into one of two potential substance use disorder outpatient benefits: “Recovery Support Services” or “SUD Outpatient Services.” These two benefit options are proposed to be one-year benefits that will include the full range of services under the Medicaid state plan and consistent with ASAM patient placement criteria Level II.1 Intensive Outpatient and Level I Outpatient. This will allow outpatient services to be tailored to meet individual client needs. The Recovery Support benefit will allow for engagement of clients into more comprehensive service and/or to provide ongoing recovery support and relapse prevention services to help clients maintain recovery. The SUD Outpatient Services benefit will provide for a higher level of intensity of services as determined by the client and provider. Both benefits could include individual, group, and case management at a level of intensity that matches the client’s current need.

For every enrolled client, each agency will work with the client to determine his or her ongoing clinical needs and identify the most appropriate benefit level. The agency will then submit all required data and complete a request for authorization to the King County BHO. King County will begin receiving client data for clients enrolled in services in March 2016 to establish a new BHO benefit and maintain continuity of treatment beginning April 1, 2016.

1.1.6.2 Opiate Treatment Program:

It is anticipated that the vast majority of OTP clients will continue to receive OTP services. All clients receiving OTP services in March 2016 will be identified by each OTP agency and, similar to the outpatient services, a transition plan will be developed to determine whether or not treatment will continue after March 31, 2016. For all clients determined to need ongoing opiate treatment after April 1, 2016, the agency will submit an authorization request and all required data to the County in March 2016. King County will review authorization requests and authorize an OTP benefit to be activated on April 1, 2016 for each eligible client with a demonstrated need.

1.1.6.3 SUD Residential Treatment:

In January and February 2016, King County will work with all residential providers across the state and DBHR to identify all King County residents enrolled in SUD Residential Treatment. The King County transition team will review each case individually with the provider and collect the following information:

- Start date of services
- What services are being provided
- Planned treatment end date
- Service provider information
- Treatment location
- Administrative records, as needed
- Individual client transition plan including treatment needs post April 1, 2016

For those clients that are close to treatment completion (within 14 days of discharge), the King County BHO will fund residential treatment days at the negotiated rate for the remainder of treatment and will work with the residential treatment facility for discharge planning back to the community. For those whose stay is anticipated to be longer than 14 days, the King County transition team will review each case, do a reassessment for medical necessity/level of care and work with the facility to transition to an SUD inpatient residential authorization period with an option for continued stay as clinically appropriate and deemed allowable under the King County BHO policies and procedures. If a client does not meet medical necessity criteria at reassessment, King County will work with the facility and the client to transition the person into the appropriate level of care within the community.

Agencies will also have the option at any time to refer or enroll a client in other services available within the BHO, including mental health services.

As a client is authorized for a SUD benefit through the King County BHO, a Notice of Action letter will go out to the client. The letter will notify the service recipient of the County's intent to continue their treatment services. The letter will describe the plan to transition the client into a new benefit, what that benefit is, how long it will last and the clients right to terminate or request a different benefit. The letter will also include information on grievance, appeal and fair hearing procedures and timeframes as described in 42 CFR 438.10(g)(1) and provided in CFR 438.400 through 424.

1.1.7 Clients being served in other regions

Clients that currently reside in King County but are receiving inpatient or outpatient SUD services in another region will be identified with assistance from DBHR and/or other BHOs. Each case will be reviewed by a King County BHO clinical services staff and the client and treating agency will be contacted to discuss ongoing treatment needs and options. A transition plan will be developed in partnership with the client and the treatment agency.

If a client chooses to relocate to another region or receive services in another region, King County will continue to comply with the BHO Transfer Agreement as detailed in the BHO PIHP contract.

2 How King County will work to transfer client care in a region that is fully integrated and is not managed by a BHO

Response: There is only one region in Washington State that will not be managed by a BHO. That region is the Southwest Washington (SW) region and includes Clark and Skamania counties.

- 2.1 During the transition from the current substance use disorder treatment system to the BHO, King County will work to establish Memorandum of Agreements (MOA) with the selected managed care organizations in SW Washington that are responsible for delivering fully integrated care. The MOA will describe protocols for notification and information sharing between the King County BHO and each MCO and procedures for transferring care of clients. King County is currently considering options regarding residential treatment facilities in the SW Washington region. King County staff have met with two facilities located in that region to learn about their programs and treatments offered. King County BHO will either pursue an MOA with the SW Washington MCOs to secure access to residential beds in that region, or we will pursue a direct contract with each of the facilities located in that region.

Section III. Communications and Stakeholder Plan

1 Address advisory board membership in compliance with Exhibit F, Advisory Board Membership (Line 47 RCW 70.96A.300 and Exhibit F)

Response: King County MHCADSD currently has two separate boards supporting mental health and substance use disorder treatment services – a Mental Health Advisory Board (MHAB) and an Alcoholism and Substance Abuse Administrative Board (ASAAB). These boards are called out in state statute (RCW 71.24.300 and RCW 70.96A.300, respectively) and in King County Code (2.32.010 and 2.32.110, respectively). MHCADSD staff have been working with current members of both boards to design a new Behavioral Health Advisory Board (BHAB) to begin service on April 1, 2016.

The King County MHAB is a volunteer citizen board focused on access to and quality of mental health services in King County. The board is made up of 17 members and is broadly representative of the diverse population served in King County. People in recovery from mental illness, or their family members, make up at least 51% of the Board. The King County MHAB has been in place since 1992 and meets monthly under the leadership of the RSN Administrator.

The King County ASAAB is also a volunteer citizen board focused on ensuring the availability and accessibility of alcohol and substance abuse services, including prevention, intervention, treatment, and rehabilitation. The board is made up of 15 members and is broadly representative of the diverse population served in King County. The ASAAB includes a minimum of four individuals in recovery from alcoholism. The King County ASAAB has been in place since 1999 when MHCADSD became an integrated division and meets monthly under the leadership of the County Alcohol and Drug Coordinator.

- 1.1 Both boards were notified in 2014 about the County's intent to transition to a single integrated board for the Behavioral Health Organization (BHO). In January 2015, the Integration Manager began attending both board meetings on a monthly basis to provide updates about BHO planning and to develop a work plan for the transition to the new board. In April and May, a retreat was held with the MHAB and the ASAAB, respectively, to gather input from board members about the future roles and responsibilities of an integrated behavioral health board that maintains the strengths of each board while thinking about the future role of a BHAB in behavioral health integration. In May 2015, the first joint MHAB and ASAAB board meeting was held to streamline planning for the new BHAB. The two boards have been meeting jointly every other month since May. They also formed an ad hoc joint work group to assist King County staff in drafting by-laws for the new BHAB that meet the intent of the 6312 legislation, comply with the state contract requirements and preserve the strengths of the current individual boards.

1.2 In October 2015 a proposed ordinance was transmitted from the Executive's Office to the King County Council for consideration and action. The purpose of the proposed ordinance is to repeal King County Code 2.32.010 and 2.32.110 authorizing the MHAB and ASAAB respectively, and to establish a new BHAB. The language in the proposed ordinance details, among other things, the membership of the BHAB and codifies the membership requirements as detailed in Exhibit F of the Detailed Plan Request. Specifically, it ensures that the new board will:

- Be representative of the geographic and demographic mix of the service population
- Have at least 51% of the membership be persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder
- Law enforcement representation
- County representation, when the BHO is not a County operated BHO
- No more than four elected officials
- No employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor
- Three year term limit, multiple terms may be served, based on rules set by the Advisory Board

1.3 King County is actively recruiting potential members for the new BHAB. All applications are due to the county no later than November 20, 2015. The applicants will be reviewed by MHCADSD staff to ensure that the board is broadly representative of the demographic characteristics of the King County region and meets the requirements described above. Recommendations for board membership will be transferred to the King County Executive in January 2016. King County Executive Dow Constantine will appoint members to the new BHAB. All appointees will be transmitted to the King County Council no later than March 1, 2016. The King County Council will have 30 days to approve new members so that by April 1, 2016 the King County BHAB will have its final approved membership. The BHAB will have its first board meeting in April 2016 where it will finalize and approve by-laws for the board. The membership requirements are also detailed in the draft by-laws (Attachment III-A).

The MHAB and ASAAB will complete their duties and sunset on March 31, 2016.

2 Describe how you will involve persons with lived behavioral health experience, their families and advocates in designing and implementing behavioral health services in compliance with this section (Line 151 RCW 71.24.015(2))

Response: King County's behavioral health network is a recovery-oriented system of care in which the goals, aspirations, strengths and capabilities of consumers and family members guide the development and provision of behavioral health services. King County Ordinance 13974, passed by council in 2000, formally committed the County to a recovery-oriented

system with the goal “to assist individuals in progressing towards recovery while achieving and maintaining the highest level of social, emotional and physical functioning possible”. In 2007, the Recovery Plan was expanded to include the substance abuse treatment system. In the subsequent 15 years, the County’s efforts have been ongoing and continuously informed by research and a growing understanding of the recovery process.

For each individual seeking treatment from the King County BHO, client choice will direct the selection of provider agency, provider staff, treatment goals and service delivery methods. Individuals may apply for outpatient treatment at any of the more than three dozen contracted behavioral health providers throughout the County. Service plans are expected to be client driven, individualized, strengths based and developed in collaboration with the individual or his/her parent or other legal representative. King County policy supports client-initiated changes in contract providers and requires that agencies offer clients a choice of service providers from within the available staff of the provider. “Client Rights” literature, which is distributed to all newly enrolled clients and posted at County behavioral health facilities, lists these rights as well as the following: the right to understand available treatment options; the right to refuse any proposed treatment; and the right to make advance directives which states the client’s choices and preferences for behavioral health care. Should any of these rights be violated, a client may file a complaint or grievance with King County’s Client Services or the King County Ombuds.

As directed by our current five-year plan (Recovery and Resiliency-Oriented Behavioral Health Services Plan, 2012 – 2017), King County’s behavioral health system is focused on four primary strategies. They are:

- Policies and contracts to support recovery and resiliency-oriented services and focused monitoring of practices
- Measurement of outcomes
- Workforce training
- Support grassroots pressure for change

Consumers and consumer families are continuously and intimately involved in establishing, directing and monitoring the progress of each strategy and related issues. Their efforts are supported and formalized via a number of consumer advisory boards and committees.

2.1 Behavioral Health Advisory Board

As described above, King County is currently transitioning from two separate boards – the MHAB and the ASAAB – to a single BHAB. Historically, both boards have included individuals with lived experience with and/or in recovery from a mental illness or substance use disorder. They also included parents/guardians and other family members of individuals in recovery. This will be true of the new BHAB where at least 51% of the membership will be persons with lived experience, parents or legal guardians of persons with lived experience and/or individuals self-identified as a person in recovery from a behavioral health disorder.

The BHAB will play a critical role in the design, implementation and monitoring of the BHO. The purpose of the BHAB is to:

- Serve in an advisory capacity to the King County Executive and the King County Council on matters concerning behavioral health disorders including education, prevention, treatment and service delivery in the region.
- Participate with the BHO to ensure the behavioral health system is working effectively and delivering high quality services to consumers.
- Participate with the BHO to ensure equitable access to education, prevention, treatment, and recovery from behavioral health disorders.
- Utilize and develop relationships with public and private agencies and organizations concerned with behavioral health disorders to advance the behavioral health system and drive system improvements.
- Develop relationships with the community to promote integrated treatment of mental health, substance use disorder, and physical health care services.
- Represent the BHAB and coordinate with other King County activities and initiatives to ensure the needs of individuals living with behavioral health disorders are considered and addressed as appropriate.
- Provide input to the state on various regulatory, policy and programmatic issues related to behavioral health.
- Advocate for the needs of individuals living with behavioral health disorders at the local and state level.

2.2 Voices of Recovery (VOR)

The VOR is intended to represent the opinions of people who participate in King County's publicly funded behavioral health services. Membership of this committee consists of current or former participants in the King County behavioral health treatment system and the parents of children currently enrolled in these systems. This committee also includes one member of the Quality Review team (QRT) and one MHCADSD staff liaison (both are non-voting members). VOR has been meeting monthly since January of 2008. The purpose of VOR is to:

- Represent the voice of the people who participate in King County services in the design, implementation and monitoring process in making the system one that is recovery-oriented.
- Comment on and make recommendations about all MHCADSD recovery initiatives.
- Develop strategies to increase the voice and influence in the system for those who participate in behavioral health services.

2.3 Recovery Advisory Committee (RAC)

The RAC is an ongoing coalition that provides direct consumer, family, and provider input into MHCADSD and provider recovery transformation as well as integration activities and outcomes. RAC meets once every other month for an hour and a half.

The membership of this group includes: one member of the MHAB and ASAAB; at least three family members of individuals who participate in King County publicly funded behavioral health services; six past or current consumers of King County publicly funded behavioral health services; six staff members of provider agencies; and one MHCADSD staff. The MHCADSD two assistant directors (the RSN Administrator and County Alcohol and Drug Coordinator) or designees chair the committee, organize the agendas, and regularly report on the activities and recommendations of the RAC to the MHCADSD Management Team.

The purpose of the RAC is to:

- Provide regular feedback about community and provider perceptions of how the recovery and integration implementation process is going.
- Identify barriers to recovery plan implementation, unintended consequences, and recommend ways to reduce or eliminate barriers/unintended consequences.
- Provide recommendations on strategies for promoting consumer and family member leadership at all levels of the system.
- Provide recommendations for improving implementation at provider agencies.
- Provide recommendations on how to improve performance on key recovery outcomes.
- Provide feedback about related legislation being proposed to the King County Council.
- Provide feedback regarding required reports about system transformation to the King County Council.
- At least annually evaluate RAC performance in relation to its charter statement

2.4 BHO Consumer Design Focus Groups

As part of its BHO planning, King County MHCADSD convened eight focus groups over the summer of 2015 to obtain additional input directly from consumers on the BHO design. Focus groups were conducted at both traditional substance use disorder and mental health agencies, along with peer run agencies and clubhouses. Each focus group included anywhere from 10 to 25 participants. The groups included:

- Center for Human Services SUD group
- Evergreen Treatment Services – two focus groups
- Harborview SUD support group
- Hero House
- Valley Cities Peer Counseling Training
- Recovery Café
- Peer Counselor Support Group

Attachment III-B includes a summary of the input received from the focus groups. This input was shared with the BHO implementation team in October 2015 and will

be shared with MHCADSD all staff at the next brown bag discussion (described below). MHCADSD also plans to share the feedback at the Provider Partnership Group at their December meeting. The information will be used to help shape the design of key components of the BHO and will also inform strategies for quality monitoring in 2016.

2.5 Family and Youth Council

Family, Youth, and System Partner Round Tables (FYSPRTs) were developed under the Department of Social and Health Services' (DSHS) Washington State System of Care (SOC) Expansion grant. The FYSPRT structure was later adopted in the *T.R. et al. v Quigley and Teeter Settlement Agreement*.

The FYSPRTs are expected to influence the functioning of local and state child-serving systems, and to promote improved access to quality services for families and their youth living with complex behavioral health challenges. FYSPRTs are a forum for local information exchange and problem solving, as well as a means by which families and youth can identify and address system barriers and gaps.

From 2013 through September, 2015, DSHS/DBHR contracted directly with family organizations to operate regional FYSPRTs. In King County, parent partners at one community mental health agency (Sound Mental Health) implemented this contract. In early 2015, DBHR contracted with the University of Washington Evidence Based Practice Institute to conduct an analysis of the effectiveness of these efforts. In May 2015 DBHR announced that they would be restructuring the statewide approach and contracting directly with RSNs/BHOs to develop, promote and support Regional FYSPRTs.

King County intends to form a Family and Youth Council comprised solely of family and youth leadership to fulfill the terms of the FYSPRT contract. The Council will have direct, formal links to existing cross system forums such as Uniting for Youth. We will build on the requirements of this contract to create a meaningful Council which will have direct input into the development, implementation, and monitoring of the King County BHO. The Council must be in place and fully functioning by April 1, 2016.

3 Describe how you will notify and provide information regarding changes from BHO integration to enrollees, providers and allied systems with whom you coordinate care (Line 245)

3.1 Information to Enrollees

42 CFR 422.208 and 422.210 and 438.6(h):

Response: King County does not have any physician incentive plans. Enrollee information will include a statement that physician incentive plans are not allowed for the King County BHO.

3.2 42 CFR 438.10(f); 438.10(f)(3); 438.10(f)(6); 438.102(c); 400-424; 42 CFR 431.230 – 438.10(f)(6)(iv); 438.10(g)(1); 438.10(h) and State Medicaid Manual 2900; 2902.2; SMD Letter dated 01/21/98

Response: King County acknowledges that HCA and DSHS provide enrollees with information about their benefits and rights at the time the individual becomes eligible for Medicaid. Furthermore, the Final BHO Detailed Plan Amended Questions/Answers Log, dated 9/10/15, indicates that DSHS and HCA will be doing an initial communication to all enrollees about the change from fee for service for SUD to managed care. DSHS will also be producing and posting an updated benefits book and BHOs will be required to provide it to enrollees at the time they seek services.

Finally, enrollees will receive an auto generated letter from DSHS/HCA at the time they become eligible for Medicaid that informs them of their benefits and rights.

It is King County policy that all Medicaid clients are offered the *Benefits Booklet for People Enrolled in Medicaid* published by the Washington State Department of Social and Health Services (DSHS) at the time of an intake evaluation and that clients are informed the booklet is also available on the DSHS website. It is also King County policy that all Medicaid clients are offered a copy of the King County Regional Support Network Brochure, Public Mental Health Services in King County. This brochure will be updated in January 2016 to reflect both mental health and substance use treatment services. This policy will be applied to all providers in the King County BHO network to ensure clients receive appropriate information about benefits, including duration and scope, as well as rights and protections and information on grievance and fair hearing procedures. Updated copies of the Benefits Booklet and the King County Guide to Behavioral Health Services will be distributed to all providers in February 2016 so that they can be distributed to clients during the transition planning process. They will also be available to all new clients enrolled after April 1, 2016.

- 3.2.1 The current RSN P&Ps are being revised to create a new integrated P&P for the King County BHO. The revisions will include changes to the current Information Requirements policy to assure applicability to both mental health and substance use disorder treatment. As is current protocol, the BHO P&Ps will be incorporated by reference in all BHO provider contracts and the provider network will be monitored for compliance. Development of the draft BHO P&P will be completed by December 31, 2015 and sent to providers for review and input. The new BHO P&Ps will be completed and effective by April 1, 2016. The King County RSN Brochure will be updated to include all publicly funded behavioral health services in King County, translated into the prevalent languages, and copies will be distributed to all contracted providers by March 1, 2016. The brochure does not currently indicate ESL providers; however, on the website persons are invited to call Client Services for this information.

When King County issues a Notice of Action, the notice includes information on how to file an appeal and a fair hearing. Clients are directed to the King County client services section and the King County Ombuds for assistance. King County has also recently updated its grievance policy (see Detailed Plan Section X Grievance Plan for more information) which will be required of all providers in the King County BHO network.

- 3.2.2 Per the 1915(b) Medicaid waiver, clients are mandated into a single PIHP for each geographic region for behavioral health services. However, it is King County policy that clients have choice of where they receive services from the network of contracted providers in the King County BHO, and to also have choice of a behavioral health care practitioner. Clients can request an intake assessment at any one of the 38 contracted behavioral health providers in the King County region at any time. If they need assistance, the King County client services section will provide assistance in locating a provider that meets the needs of the client making a request. Once a client is in treatment, he or she may change his/her outpatient provider agency on request within the first 90 days of a first benefit, and once during each subsequent 12-month period or more frequently at the client's request and subsequent approval by the King County BHO. The original provider is required to continue to provide services until the transfer is complete and shall coordinate with the new provider.

3.3 42 CFR 438.6(i)(1&2) and 42 CFR 489.102(a) Advance Directives

Response: King County RSN currently has policies and procedures that comply with 42 CFR 422.128 and 42 CFR 489.102(a) for advance directives. Because the King County RSN will become the King County BHO, the current RSN P&Ps are being revised to create a new integrated P&P for the BHO. The revisions will include minor changes to the current advance directives P&P to assure applicability to both mental health and substance use disorder treatment. King County will require all behavioral health providers to ask adults age 18 and over if they have a mental health or a physical health care advance directive and, if not, provide each adult and emancipated minor client with written information at the time of intake on mental health advance directives, including at a minimum a brief description of State law and information on how to execute a mental health advance directive. Providers will be required to document whether a client has an advance directive and keep a copy in the clinical record if the client wishes. Crisis plans will also include documentation on whether or not the client has executed a mental health or physical health care advance directive. King County and all providers will respect and utilize advance directives during the provision of behavioral health services.

Providers will be required to implement written policies and procedures that ensure the provider complies with State and Federal law on advance directives, including 42 Code of Federal Regulations (CFR) 489, Subpart I and Chapter 71.32 RCW or their successors.

3.4 Information to Providers

MHCADSD hosts multiple monthly meetings with its contracted provider network and has been using these meetings as one mechanism to keep providers informed about the changes to the BHO and engage them in the design work. Those meetings include:

- 3.4.1 Mental Health Partnership Group – this group meets monthly and includes CEOs and executive directors of all 17 contracted Community Mental Health Centers. BHO planning is a standing agenda item for this meeting and updates are provided monthly. In addition, the Mental Health Partnership Group is used to obtain input and ideas about different aspects of the BHO design. For more in depth involvement on specific topic areas, ad hoc provider work groups are formed (see below).
- 3.4.2 Substance Abuse Treatment Providers Group – this group meets monthly and includes CEOs, executive director's, supervisors and program managers of all contracted adult and youth substance use disorder treatment providers. BHO planning is a standing agenda item for this meeting and updates are provided monthly. In addition, the Substance Use Treatment Providers Group is used to obtain input and ideas about different aspects of the BHO design. For more in depth involvement on specific topic areas, ad hoc provider work groups are formed (see below). MHCADSD has also provided specific training and technical assistance to the Substance Abuse Treatment Providers Group related to the transition to managed care. Trainings to date have included: Managed Care 101, Information Management and training sessions on data transmission requirements and concepts. The next training session is scheduled for November 2, 2015 and will cover aspects of utilization management, quality management, client rights and grievances.
- 3.4.3 Clinical Directors: King County RSN holds monthly meetings with the clinical directors of its contracted mental health provider network. In January 2016, this meeting will be expanded to include clinical staff from contracted substance use disorder providers and will serve as a forum to provide information related to clinical functions of the BHO.

- 3.4.4 Medical Directors: King County RSN holds monthly meetings with the medical directors of its contracted mental health provider network. In January 2016, this meeting will be expanded to include medical staff from contracted substance use disorder providers and will serve as a forum to provide information related to clinical and medical functions of the BHO.
- 3.4.5 Youth Provider Group: King County RSN holds monthly meetings with staff from contracted mental health providers serving children, youth and families. In January 2016, this meeting will be expanded to include staff from contracted substance use disorder providers who serve youth and will serve as a forum to provide information related to clinical functions of the BHO specific to children, youth and families.
- 3.4.6 Information Systems Advisory Committee (ISAC): King County Information Technology (KCIT) holds monthly meetings with IT staff from contracted mental health providers. In August 2015 this group was expanded to include IT staff from all contract substance use disorder providers. ISAC is serving as a forum to discuss the data requirements for the BHO and obtain feedback from providers as MHCADSD transitions its current mental health data base to include substance use data. It is also a forum to provide technical support to providers as they make data changes to comply with the BHO data requirements.
- 3.4.7 BHO Provider Workgroups
MHCADSD has convened a number of ad hoc provider work groups over the past year to assist with design of specific BHO elements. These work groups include:
- **Benefit Design Workgroup**: This group met twice a month in August and September 2015 to assist with the development of a benefit model for the BHO. The group will continue to meet monthly beginning in October 2015 and continuing through 2016 to review the BHO benefit design and develop more integrated models for individuals with co-occurring disorders.
 - **Finance Workgroup**: This group has met monthly since early 2015 and has focused primarily on improving the mental health case rate financing system. In October 2015, the group will be expanded to include SUD providers.
 - **SUD Residential Treatment**: King County has hosted two meetings with regional SUD residential providers. A third meeting is scheduled for October 19, 2015. The purpose of these meetings is to provide information to the SUD residential providers about the King County BHO planning and to solicit input about the different processes including authorization, length of stay, policies and procedures, etc. King County staff have also visited a number

of SUD residential providers across the state to build relationships with those providers and learn more about the programs and services offered within those facilities. King County staff visited all SUD residential facilities in the King County region including: Seadrumar, Ryther, Sea Mar, Lakeside Milam, Thunderbird, Evergreen Recovery, and Co-Occurring Residential Program (CORP) operated by Pioneer Human Services. Staff also visited a number of out-of-county facilities including Sea Mar, Tacoma, Prosperity Wellness Center – Tacoma, James Oldham Treatment Center, Triumph Treatment Services – Yakima, Inspirations, Triumph Treatment Services – Yakima, Sundown Ranch – Yakima, Healing Lodge – Spokane, American Behavioral Health Systems – Spokane and Excelsior Youth Center – Spokane. Finally, King County staff met separately with leadership from Daybreak Youth Services in Vancouver and Lifeline Connections in Vancouver to discuss potential contracts for facilities in the fully integrated region.

3.4.8 Other Provider Communications

MHCADSD staff are available for other presentations and informational sessions for providers as requested. To date, two local behavioral health providers have asked MHCADSD staff to provide information to their agency boards.

3.5 Information to Stakeholders and Allied Systems Partners

MHCADSD coordinates regularly with allied system partners to ensure continuity of care for shared clients as well as to develop integrated programs that best meet the needs of children and adults with behavioral health needs. MHCADSD has existing allied system coordination plans and/or contracts with the following partners:

- DSHS Home and Community Services
- DSHS Children’s Administration
- Medicaid Managed Care Plans
 - Amerigroup
 - Community Health Plan of Washington
 - Coordinated Care
 - Molina
 - United Healthcare
- Community Health Centers and Federally Qualified Health Centers (FQHC).
 - Neighborcare Health
 - SeaMar

Puget Sound Educational Service District

Copies of active agreements and contracts will be made available upon request.

Cross System Partners and Entities

3.5.1 Children's Administration: King County MHCADSD has a long standing partnership with Region 2 Children's Administration and holds monthly meetings to coordinate care and services for shared children and youth. MHCADSD co-funds the Intensive Stabilization Services (ISS) program with the local Division of Child and Family Services (DCFS), a 90-day intensive, in-home stabilization program to prevent children and youth with serious emotional disturbances from being placed out of home and/or from losing their current placement. DCFS has also been a partner with MHCADSD on programs and projects related to cross-system involved children and youth starting with the Interagency Staffing Teams (ISTs); the Children and Families In Common (CFIC) System of Care grant; and for the past seven years the King County Wraparound Program funded by King County local sales tax.

3.5.2 Public Health

The Department of Community and Human Services (DCHS) has a long-standing partnership with Public Health – Seattle & King County (PHSKC) and collaborates on a number of initiatives including the King County Health and Human Services Transformation project. DCHS meets weekly with leadership and staff from Public Health and uses this time to keep PHSKC staff informed about BHO development. PHSKC is also a core partner in planning for full physical and behavioral integration for the King County region.

3.5.3 Criminal Justice Partners

King County has been holding a series of stakeholder forums with court personnel to keep staff informed about the changes coming to the integrated behavioral health treatment system. These forums were geared toward court personnel because of the historic intersection between the behavioral health system and the courts for criminal justice involved persons. Additionally, King County has always maintained excellent working relationships with the court and has partnered with court staff in the development and implementation of the therapeutic specialty court programs.

The first training sessions on June 9, 2015 and July, 17 2015 were geared toward partners in the specialty courts – Family Treatment Court, Adult Drug Court, Juvenile Drug Court and Mental Health Court and how the new BHO structure might impact these programs. The last three training sessions scheduled for October 23, 2015, January 8, 2016 and March 18, 2016 are geared toward a broader criminal justice audience providing more detail about the new BHO structure and discussing new processes for accessing services beginning April 1, 2016.

King County has also reached out to the Department of Corrections (DOC) to begin conversations on the transition of outpatient Medicaid substance use treatment services from DOC to the BHO. Over the next several months, King County will work with DOC to establish a Memorandum of Agreement (MOA) for clients served through the BHO who are under community supervision. King County intends to have an MOA in place by February 1, 2016 so planning can begin to transition clients by April 1, 2016.

3.5.4 Other Stakeholders

In King County there are a number of multi sector tables where representatives from various allied system partners attend. MHCADSD has been using these forums to keep partners informed about the integration changes through requests to be on the agenda. Membership rosters for each group are included as attachment III-C and include representatives from Children's Administration, the Puget Sound Educational Service District, community behavioral health centers, community health centers, Medicaid managed care plans, housing, hospital systems, juvenile justice, the City of Seattle, suburban cities, and other criminal justice partners.

- Uniting for Youth
- Mental Illness Drug Dependency (MIDD) Oversight Committee
- King County Accountable Communities of Health (ACH) Interim Leadership Council
 - ACH Performance Measurement Work Group
- King County Physical and Behavioral Health Integration Design Committee

3.5.5 BHO Internet Site: An external internet website launched in late March 2015 to reach providers, board members and other key stakeholders to keep our partners informed about the BHO planning and development. The page is located on the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) website at <http://www.kingcounty.gov/healthservices/MHSA/BehavioralHealthIntegration.aspx>.

The main page provides brief, easy to understand information on the changes happening in behavioral health in King County and why. The page offers links to the legislation driving the change and supporting materials from the state for those who want a deeper understanding of behavioral health integration. The page shares what the County envisions as the benefits for clients once the shift is completed, and offers a timeline for the development of the components to achieve completion and frequently asked questions (FAQs). The page shares the key planning components as the County prepares for the shift from two separate service systems to create one behavioral health managed care system. The page also provides

information and links to the State's website on the requirements for application by MHCADSD to become the BHO for King County. The page has over 1,052 page views (through September 30, 2015) from unique users.

Inbox: An email account was established for the public to use to send questions, concerns or other input at BHI@kingcounty.gov

3.6 Staff

Over the past year, MHCADSD has engaged internal staff in the design of the future BHO. A dedicated Integration Manager was identified to guide the BHO transition. BHO design and development is governed by the MHCADSD Management Team including the division director, the RSN Administrator, the County Alcohol and Drug Coordinator, the Medical Director, the Coordinator of Mental Health Clinical & Quality Management Services, the Coordinator of Cross System and Contract Services, the Systems Performance and Evaluation Manager, the Strategic Advisor, the Prevention Coordinator, and the Chief Financial Officer. The leadership group is supported by several work groups focused on different aspects of BHO design. Each work group consists of a management staff lead and subject matter experts from across the division. Every work group includes experts in both mental health and substance use disorder treatment. The work groups are:

- Data and Information Technology
- Finance
- Benefit Model Design
- Managed Care/BBA
- Provider Readiness
- SUD Residential Treatment

King County MHCADSD has approximately 148 full time staff supporting the administration and delivery of mental health and substance use disorder treatment services. Equally important to informing external audiences is ensuring that MHCADSD staff is kept informed of the development of the detailed plan to become the BHO for King County and the organizational changes within MHCADSD that will be implemented as behavioral health integration moves forward.

To keep all staff actively engaged and informed about the changes that are coming, MHCADSD is using the following strategies:

- 3.6.1 MHCADSD Monthly All Staff meetings: The division hosts monthly all staff meetings. BHO planning is a standing agenda item and all MHCADSD staff is provided an update on the status of the planning.

- 3.6.2 The Department of Community and Human Services monthly newsletter: Every monthly newsletter features an update on BHO planning as well as a featured article related to the new BHO. Some examples of featured articles include: the new Benefit Design Model, what we learned from conducting consumer focus groups and more in depth information about SUD residential treatment (a new book of business for MHCADSD). This newsletter is distributed to the nearly 400 staff in DCHS which includes MHCADSD, Housing and Community Development, Developmental Disabilities, Employment and Education Resources, the Director's Office, and the All Home program.
- 3.6.3 MHCADSD Brown Bag Discussions: For the past year, the Integration Manager has been hosting brown bag discussions with MHCADSD staff approximately every six weeks. The purpose of these brown bag discussions is to engage staff in key aspects of the BHO design. These 1.5 hour discussions allow time to provide more detailed information regarding the changes that are happening related to operating a BHO and staff can share ideas and give input into the design work. Topics have included visioning activities, benefit model design, co-occurring disorder treatment, equity and social justice, and consumer engagement.
- 3.6.4 BHO Intranet site: A new Behavioral Health Integration tab was added to the employee DCHS Intranet site in May 2015. So far, there are over 85 unique users (through September) who have accessed information from the BHI information tab, which includes committee information, meeting summaries from the brown bag meetings, FAQs, and more.
- 3.6.5 BHO email address: DCHS has set up a separate email address for staff to submit questions, ideas/suggestions and concerns related to the BHO planning. This email address is managed by DCHS communications staff and the Integration Manager and each email is responded to directly.

4 Provide copies of any agreements with jails or plans for agreements with jails (Line 174 RCW 71.24.340)

King County has active agreements with the King County Department of Adult and Juvenile Detention (who operates the two King County jails), the City of Issaquah, the City of Kirkland, and the South Correctional Entity (SCORE). These agreements detail the process for King County to accept referrals for enrollment for behavioral health services on behalf of a confined person, prior to the person's release, including both mental health and substance use disorder treatment. Those agreements are attached as Attachment III-D. King County also has historically had agreements with the City of Enumclaw Police Department and the City of Kent Corrections Facility. These two agreements are in the process of being renewed. The new agreements should be in place by January 2016.



King County

Behavioral Health Advisory Board (BHAB)

The Chinook Building, 401 Fifth Avenue, Suite 0400, Seattle, WA 98104

Board Bylaws

DRAFT

ARTICLE I: PURPOSE AND SCOPE OF RESPONSIBILITIES

Section 1.

The purpose of the King County Behavioral Health Advisory Board (BHAB) is to advise the Behavioral Health Organization (BHO) Administrator on the design and implementation of publicly funded behavioral health services to include both mental health and substance use disorder treatment; to review and provide comments on plans and policies developed by the BHO; and to work with the BHO to monitor and resolve significant concerns regarding service delivery, capacity, and system outcomes.

Section 2.

The BHAB shall:

- a. Serve in an advisory capacity to the King County Executive and King County Council on matters concerning behavioral health disorders including education, prevention, treatment and service delivery in the region.
- b. Participate with the BHO to ensure the behavioral health system is working effectively and delivering high quality services to consumers.
- c. Participate with the BHO to ensure equitable access to education, prevention, treatment, and recovery from behavioral health disorders.
- d. Utilize and develop relationships with public and private agencies and organizations concerned with behavioral health disorders to advance the behavioral health system and system improvements.
- e. Develop relationships with the community to promote integrated treatment of mental health, substance use disorder, and physical health care services.
- f. Represent the BHAB and coordinate with other King County activities and initiatives to ensure the needs of individuals living with behavioral health disorders are considered and addressed as appropriate.
- g. Provide input to the state on various regulatory, policy and programmatic issues related to behavioral health.
- h. Advocate for the needs of individuals living with behavioral health disorders at the local and state level.

ARTICLE II: MISSION

The BHAB mission is to advocate for the people of King County, to promote resiliency and recovery, and to ensure timely and equitable access and availability of high quality behavioral health services including education, prevention,

intervention, treatment, and rehabilitation that result in healthy, safe, self-sufficient, lives.

ARTICLE III: MEMBERSHIP RECRUITMENT, APPOINTMENT AND TERMS

Section 1.

- a. The BHAB staff liaison will conduct recruitment for prospective members in accordance with Executive Policy LES 7-1 (AEP) (attached). The staff liaison will strive to recruit members from diverse communities of King County as described in paragraph E of this section. The recruiting methods employed by County staff shall include strategies to achieve this balance. The staff liaison will request that prospective members complete the standard boards and commissions application form(s). A resume may be submitted in lieu of completing the application form as long as a physical home address is included (if different from the preferred mailing address). In addition, prospective board members must complete an annual King County Ethics Office financial disclosure form.
- b. An appointment shall be deemed to have been made on the date the letter of appointment is filed with the clerk of the council as required by King County Code section 2.28.002. All appointments are subject to confirmation or rejection by the Executive or Council.
- c. An appointee may exercise the powers of office beginning thirty (30) days after appointment, or such earlier time as his or her appointment is confirmed by the council. (See King County Code section 2.28.005). Appointees remain subject to later confirmation or rejection by the Executive or Council.
- d. Any member whose term has expired may continue to serve until his or her successor is appointed and either confirmed or is authorized to exercise official powers under the provisions of paragraphs B and C of this section.
- e. The BHAB shall be composed of up to 13 members, who shall be broadly representative of the geographic and demographic character of the region and people served. Members should be approved based on interest, experience, and/or expertise. In issues related to behavioral health services, shall include a balanced representation of people with experience in mental health and/or substance use disorders, and shall include consumer, family member and minority group representation. The Board must have at least 50% plus one of the membership be persons with lived experience, parents, or legal guardians, of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder. The Board must have law enforcement representation.
- f. Board members shall have knowledge of and embrace the principles of the King County Equity and Social Justice (ESJ) Initiative, and suggest and support policies to remove barriers that limit the ability of some to achieve their full potential. The County will provide new Board members with an overview of the County ESJ plan and principles as soon as possible after a member is appointed.

- g. No employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor, may serve as members of the Board. No more than four elected officials shall be appointed to the board.
- h. Members shall not be compensated for the performance of their duties as members of the Board, but may be paid costs allowable under King County rules and ordinances including providing parking vouchers for official board meetings. The County will pay costs if funding is made available for this purpose.

Section 2.

Members of the Board shall serve three-year terms and may hold office until their successors are appointed. Initial terms for board members appointed and confirmed for the BHAB will be as follows: one-third for one year terms; one-third for two year terms, and one-third for three year terms. Once initial terms are served, all subsequent terms will be three year terms. Board members are limited to serving two terms on the BHAB.

Section 3.

A member of the BHAB may resign by presenting a written statement of intent to the staff liaison 30 days prior to the effective date of resignation. In accordance with Executive Policy LES 7-1 (AEP), the staff liaison shall immediately give written notice of such vacancy to the Executive by completing a Vacancy Notification Form.

Section 4.

Any member who misses 10 consecutive meetings of the BHAB without prior written notice may be subject to removal from the Board by the Executive. Any member who cannot attend for up to six months or more due to work or personal circumstances must request leave of absence that must be approved by a majority of Board members.

Section 5.

A Board member who fails to meet their board member responsibilities is subject to removal by the King County Executive. Causes for removal include but are not limited to: failing to attend three consecutive regular meetings without prior notice to the staff liaison; refusal to use the King County issued email account when conducting board business electronically; failing to file an annual financial disclosure form with the King County Ethics Office; and failing to take the Open Public Meetings Act Training, the Public Records Act Training, or other trainings required by King County.

Section 6.

Vacancies. A BHAB position shall be deemed vacant upon the occurrence of any of the events specified in RCW 42.12.010, or upon withdrawal by an appointee who has not yet been confirmed; failure to continue to meet qualifications for appointment during a member's term; or voluntary resignation prior to the expiration of an appointed term. (See K.C.C. 2.28.004). Upon receiving notice of events that constitute a vacancy, the BHAB shall immediately give written notice of the vacancy to the Boards and Commissions Liaison and the Clerk of the County Council. Until a successor is appointed and either confirmed or is authorized to exercise official power under K.C.C. 2.28.003(B) and Section 1 of this article, the BHAB shall be deemed temporarily reduced in number to all official purposes. The BHAB may not be temporarily reduced in number to less than two members. (See K.C.C. 2.28.004 and RCW 42.12.010).

ARTICLE IV: OFFICERS

Section 1.

Officers of the BHAB shall consist of one Chairperson and one Vice-Chairperson. Elections of Officers shall be held during an open public board meeting in March of each year for a term beginning April 1 of that year. They shall be elected by a simple majority of the members. Officers shall serve for a period of one year, and shall hold office until their successors are elected and installed. Any confirmed member of the BHAB is eligible to be elected to the office of Chairperson and Vice-Chairperson.

Section 2.

Officers may resign from office by presenting a written statement of intent to the staff at least 30 days prior to the effective day of such resignation.

Section 3.

Officers may be removed from office for cause by a two-thirds vote of the remaining members present at that meeting, providing that a quorum is present, and providing that notice of such contemplated action has been sent to the officer to be removed at least 30 days prior to the vote. For purposes of removing an officer from office, cause is defined as

Section 4.

Vacancies in offices of the BHAB shall be filled by special election at a regular or special meeting of the BHAB that shall be held not later than 90 days from the time of the vacancy. Term of office for an interim officer shall be for a period equal to the unfinished term of the previous incumbent.

Section 5.

The duties of the officers shall be as follows: The Chairperson shall preside at all meetings of the BHAB, shall ensure the board maintains a balanced perspective that includes mental health, alcohol substance use, and co-occurring disorders, shall be an ex-officio member of all committees, shall appoint all committees not otherwise provided for, and shall perform all other such duties as are consistent with that position.

The Chairperson shall sign a record of all proceedings.

The Vice-Chairperson will assist the Chairperson in the conduct of the meetings and serve as Chairperson in the absence of that officer.

ARTICLE V: MEETINGS

Section 1.

The BHAB shall meet at least once every month at a time and place determined and announced by the staff liaison. Any regular monthly meeting may be cancelled at the discretion of the Chairperson for cause. Special meetings may be called at the discretion of the Chairperson or by written request of five members of the BHAB. All meetings are conducted consistent with the Open Public Meetings Act. There shall be no closed meetings. (See Chapter 42.30 RCW).

Section 2.

Quorum. A majority, at least 50% plus one, of BHAB members shall constitute a quorum for the transaction of business at any meeting. Vacant Board positions or positions whose holder is absent will not be used in determining the quorum. The act of a majority of the Board present at a meeting at which a quorum is present shall be the act of the Board, unless law requires the act of a greater number.

Section 3.

Voting can only occur in an open public meeting by show of hands. Online or phone voting is strictly prohibited and in violation of The Open Public Meetings Act. (See Chapter 42.30 RCW).

Section 4.

Members of the Board are encouraged to attend meetings in person whenever possible. - Members of the Board may participate in meetings by phone or video conferencing technology (e.g. Skype). Phone or video technology is only to be used in instances where a member is required to be present to achieve a quorum or a member's participation in an agenda topic is required. In the event that a member attends a meeting by phone or video, the meeting minutes must reflect the

member's name and the telecommunication device used to participate in the meeting.

Section 5.

Public Access. All meetings of the BHAB shall be open to the public and provision shall be made for public comment at each meeting as required by the Open Public Meetings Act. Approved meeting minutes shall be available to the public upon request. Meeting agendas shall be posted on the BHAB website at least 24 hours in advance of a meeting.

ARTICLE VI: COMMITTEES

Section 1.

The Chairperson shall have the power to appoint such committees as s/he deems appropriate subject to confirmation by a majority vote when a quorum is present.

Section 2.

Pending members cannot serve on committees until 30 days after appointment letter is stamped by the clerk of Council (See C 2.28.003(B))

Section 3.

Every Board member shall be appointed by the Chairperson to be an active member of at least one standing committee.

Section 4.

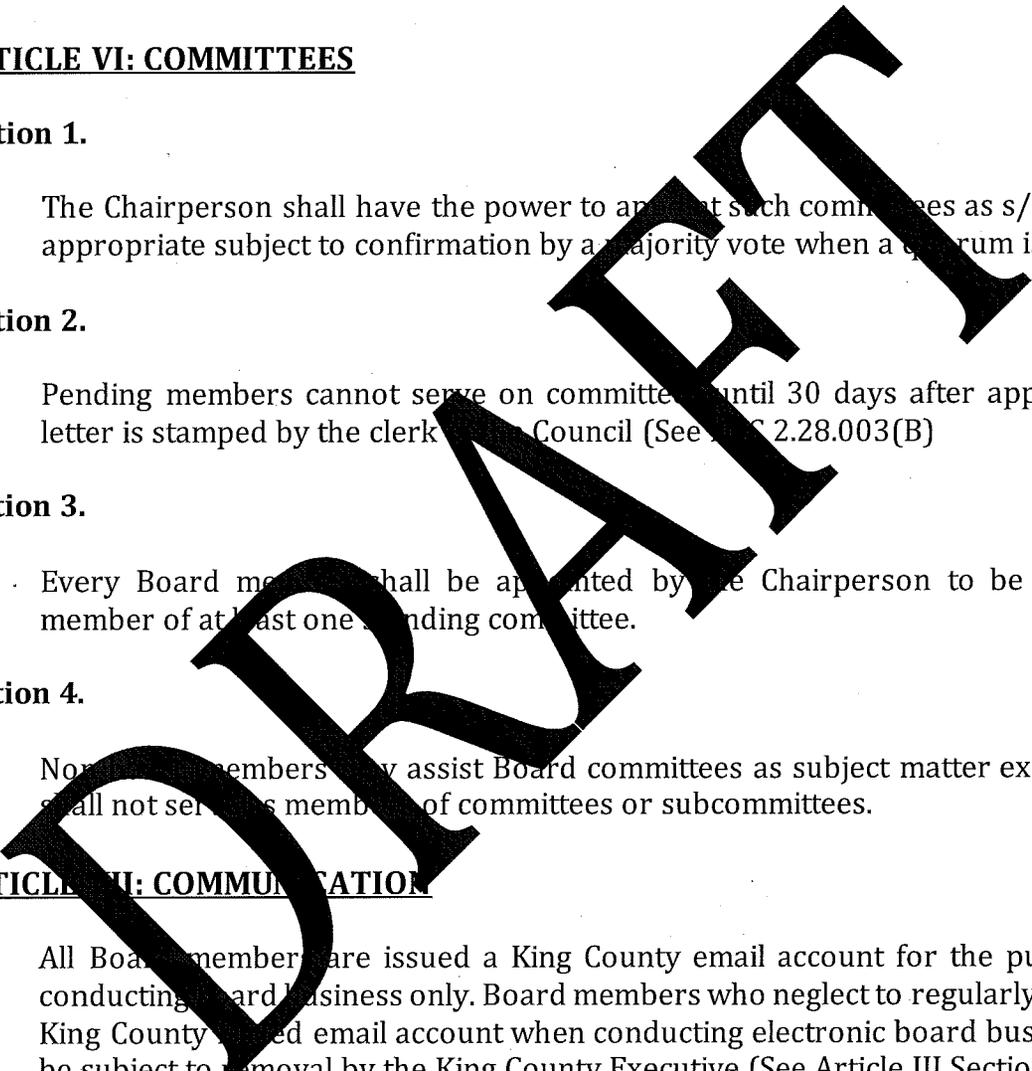
Non-members may assist Board committees as subject matter experts, but shall not serve as members of committees or subcommittees.

ARTICLE VII: COMMUNICATION

All Board members are issued a King County email account for the purpose of conducting board business only. Board members who neglect to regularly use their King County issued email account when conducting electronic board business will be subject to removal by the King County Executive (See Article III Section 6).

ARTICLE VIII: RULES OF ORDER

Roberts Rules of Order shall govern all proceedings of all meetings of the BHAB and the committees, insofar as they do not conflict with or are not inconsistent with the provisions of these bylaws.



ARTICLE IX: BYLAWS ADOPTION AND AMENDMENT

Section 1.

These bylaws must be approved by a majority vote of the board members.

Section 2.

These bylaws may be amended by a two-thirds vote of the entire BHAB, providing that at least fourteen (14) days' notice of proposed bylaw amendments has been provided to the BHAB membership. All changes must also be reviewed and approved by the Boards and Commissions Liaison prior to adoption.

ARTICLE X: CONFLICT OF INTEREST

Any member or organization that has a conflict of interest concerning any matter before the BHAB shall inform the Board before participating in discussion and shall refrain from voting on the matter. Conflict of interest shall be defined as any issue in which there is conflict between a member's public obligation and private interests including financial and other interests.

Written and adopted April 2016

DRAFT

**Consumer Focus Groups for BHO Planning
Summary
June – July 2015**

King County convened eight consumer focus groups during the summer 2015 to hear from individuals living with mental illness and substance use disorders about what is working and not working in the current system and what they would like to see in a new integrated behavioral health organization.

Locations of Focus Groups:

- Center for Human Services –SUD group
- Evergreen Treatment Services – 2 focus groups
- Harborview SUD support group
- Hero House
- Valley Cities Peer Counseling Training
- Recovery Café
- Peer Counselor Support Group

Each focus group had between 10 and 25 participants. Focus groups were typically facilitated by King County staff. Two of the focus groups were facilitated by staff from the Technical Assistance Collaborative, Inc. (TAC), a consultant organization working with King County.

Some of the themes that emerged from the focus groups included the following:

What is working well in the current MH and SUD system?

- Peer support services and places like Hero House that provide positive reinforcement and examples of recovery
- Staff that are accessible, non-judgmental, competent and knowledgeable
- Agencies that are flexible, flexible schedules and hours. For example, ETS extended their methadone dosing hours and allow for more “drop in” dosing
- Care coordinators and advocates are particularly useful in helping people access services, navigate the system and coordinate help.
- Agencies that offer wellness and health classes/activities. For example, some agencies offer yoga, have nutritionists on staff, etc.

What are the frustrations and problems with the current MH and SUD system?

- Getting access to psychiatric care is difficult and this is a problem.
- Mental health treatment needs to be more than just case management and medications. Access to therapy needs to be improved.
- Finding providers who take Apple Health
- Transportation services
- Access to services including: identifying and locating services; transportation; insurance; insufficient number of needed services; lengthy waiting periods;

- Onerous, confusing and complex criteria to enroll in certain treatment programs, especially to access methadone treatment
- Stigma around mental illness and substance use disorders
- Too many uncommunicative, rigid, insensitive, uninformed “bad counselors” that were viewed as “focused on shuffling the paper”.
- Finding jobs and housing when one has a criminal justice or substance abuse history.
- The absence of provider collaboration resulted in unnecessary travel and significant distress for clients
- Tardy records from a previous provider can delay treatment for weeks.

What do we need from an integration behavioral health organization?

- More needs to be done to get agencies to cooperate together and coordinate care, including sharing information.
- It is important that housing and other basic needs (like transportation) are part of behavioral health care.
- Businesses should be incentivized to hire people in recovery.
- The importance of good physical health in maintaining recovery was acknowledged, with a request that the system provide ways to increase access to exercise programs, nutrition specialists, dental care, and other alternative care.
- The importance of lived experience and wanting to see increased access to Peer Support throughout the system was highlighted. Some suggested putting a peer support specialist in every primary care clinic.
- More specialized programming is needed for transition-aged youth.
- More community outreach to substance users who may be unaware of treatment options.
- More knowledgeable, compassionate, empathic, non-judgmental, flexible organizations and individuals that treat clients with patience, respect and dignity
- “One counselor for everything” rather than going to different counselors for different needs. Participants also seem to support “one stop shop” model, provided that such locations were dispersed throughout the County
- Security of personal information. Several participants expressed concern about the potential misuse of shared information among providers. Those in methadone treatment were particularly concerned that such collaboration could result in stigmatization and denial of services.
- Decrease eligibility barriers for services

Uniting for Youth: A partnership of youth-serving systems in King County
Formerly King County Systems Integration (KC-SII)
Executive Committee
Updated 1/1/2014

| Name | Position | Agency | Phone | Email |
|---|--|--|---------------------------|--|
| Lea Ennis (co-chair) | Director | King County Superior Court – Juvenile Court Services | (206) 205-9422 | Lea.Ennis@kingcounty.gov |
| Natalie Green (co-chair) | Regional Administrator Region 2 | DSHS- Children's Administration | (206) 639-6201 | Greenns@dshs.wa.gov |
| Marcus Stubblefield (coordinator) | Systems integration Coordinator | King County Office of Performance, Strategy & Budget | 206 205-9445 | Marcus.Stubblefield@kingcounty.gov |
| Anica Stieve | Project Manager | Suburban King County Coordinating Council on Gangs | (206) 696-7503 ext. 20 | AStieve@ccvj.org |
| Avreayl Jacobson | Children's Mental Health Planner | King County – Community and Human Services | (206) 263-1125 | Aubrey.Jacobson@kingcounty.gov |
| Bolesha Johnson | Region 2 Deputy Regional Administrator | DSHS - Children's Administration | (206) 639-6202 | JohnsBR@dshs.wa.gov |
| Charlotte Booth | Executive Director | Institute for Family Development | (253) 874-3630 | cbooth@instituteoffamily.org |
| Ryan Pinto | Juvenile Probation Manager | King County Superior Court | (206) 205-9427 | Ryan.Pinto@kingcounty.gov |
| | Legal Advisor Office of Public Defense | King County | | |
| Donna LaFrance | Region 2 (South) Regional Education and Independent Living Liaison | DSHS - Children's Administration | 206 639-6207 | LAFD300@dshs.wa.gov |
| Elizabeth Haumann | Juvenile Justice Data and Evaluation Analyst | King County Office of Performance, Strategy & Budget | 206 205-9444 | Elizabeth.Haumann@kingcounty.gov |
| Jennifer Hill | Youth Program Coordinator | King County- Department of Community and Human Services | (206) 263-9024 | Jennifer.Hill@kingcounty.gov |
| Jill Patnode | Educational Advocate Program Manager | Puget Sound Educational Service District | (425) 917-7839 | JPatnode@psed.org |
| Jimmy Hung | Chair Juvenile Division | King County | (206) 205-1052 | Jimmy.hung@kingcounty.gov |

| | | | | |
|--------------------|--|---|----------------|--|
| | Prosecuting Attorney's Office | | | |
| Jorene Reiber | Director | Family Court Operations | (206) 477-1627 | Jorene.Reiber@kingcounty.gov |
| Kelly Goodsell | PathNet Coordinator | Puget Sound Educational Service District | (425) 917-7619 | kgoodsell@psed.org |
| Kelly Mangiaracina | CSEC Coordinator | King County | (206) 205-9534 | Kelly.Mangiaracina@kingcounty.gov |
| Ken Emmil | Foster Care Special Assistant | Office of Superintendent for Public Instruction | (509) 690-7414 | Ken.Emmil@k12.wa.us |
| Krysten Legette | Disproportionality Program Manager | DSHS- Childrens Administration | | legetkr@dshs.wa.gov |
| LaTonya Rogers | Parent Support Specialist | MHCADSD | (206) 263-8934 | Latonya.rogers@kingcounty.gov |
| | | | | |
| Lee Selah | Regional Program Manager | DSHS- Childrens Administration | (206) 639-6209 | sele300@dshs.wa.gov |
| Lori Kesl | Region 2 Deputy Regional Administrator | DSHS-Juvenile Rehabilitation Administration | (206) 621-3417 | keslle@dshs.wa.gov |
| Marcia Navajas | Health Services Administrator | King County- Juvenile Division Department of Adult and juvenile Detention | (206) 205-9628 | Marcia.navajas@kingcounty.gov |
| Margaret Soukup | Project Director | MHCADSD Reclaiming Futures | (206) 263-8958 | Margaret.soukup@kingcounty.gov |
| Mariko Lockhart | Director | Seattle Youth Violence Prevention Initiative | (206) 233-7915 | Mariko.Lockhart@seattle.gov |
| Mary Li | Division Chief | Washington State Attorney Generals Office, Social and Health Services (Seattle) | (206) 464-5417 | Maryl1@atg.wa.gov |
| Michelle Bayard | Supervisor & CIIBS Coordinator | DSHS – Developmental Disabilities | (206) 568-5748 | bavarmm@dshs.wa.gov |
| Nicole Yohalem | Director | Road Map Project Opportunity Youth Initiative | (206) 838-6620 | nyohalem@ccedresults.org |
| Pam Jones | Director | King County- Juvenile Division Department of Adult and juvenile Detention | (206) 205-9620 | Pam.Jones@kingcounty.gov |
| Rebecca Benson | Project Manager | King County Public Health | (206) 263-8378 | Rebecca.Benson@kingcounty.gov |
| Sandy Hart | Senior Director | Casey Family Services – Seattle Division | (206) 427-0267 | SHart@Casey.org |
| Wesley SaintClair | Chief Juvenile Judge | King County Superior Court | (206) 296-9235 | Wesley.SaintClair@kingcounty.gov |
| Adrian Diaz | Sergeant | Seattle | (206) 992-0662 | Adrian.diaz@seattle.gov |

| | Community Police Team | Police Department | | |
|---------------------|--------------------------|--|----------------------------------|--|
| Theresa Wea | Community | | | trWea1@gmail.com |
| Liletha Williams | Community | | (206) 250-0853 | lethasrighthere@yahoo.com |
| Melinda Bejarano | Community | | (425) 223-6715 | Melinda.bejarano@yahoo.com |
| Mick Moore | Community | Consultant | (206) 369-4431 | Johnmoore7@comcast.net |
| John Tuell | Consultant | Robert F. Kennedy Children's Action Corps | (703) 753-0059 | jtuell@rfkchildren.org |
| Lyman Legters | Director | DOJ/Casey Family Services – Seattle Division | (206) 322-6711 (206) 709-2133 | LLegters@casev.org |
| | | | | |

2015 MIDD Oversight Committee Members

Johanna Bender, Judge, King County District Court, (Co-Chair)
Representing: District Court
Term Assigned to Affiliation

Merril Cousin, Executive Director, King County Coalition Against Domestic Violence, (Co-Chair)
Representing: Domestic Violence Prevention Services
Term expires: June 30, 2019

Dave Asher, Councilmember, City of Kirkland
Representing: Sound Cities Association
Term expires: June 30, 2016

Rhonda Berry, Assistant County Executive
Representing: County Executive
Term Assigned to Affiliation

VACANT

Representing: Labor, representing a bona fide labor organization
Term expires: June 30, 2016

Jeanette Blankenship, Fiscal and Policy Analyst
Representing: City of Seattle
Term expires: June 30, 2017

Susan Craighead, Presiding Judge, King County Superior Court
Representing: Superior Court
Term Assigned to Affiliation

Nancy Dow, King County Mental Health Advisory Board
Representing: Mental Health Advisory Board
Term Assigned to Affiliation

Lea Ennis, Director, Juvenile Court, King County Superior Court
Representing: King County Systems Integration Initiative
Term Assigned to Affiliation

Ashley Fontaine, National Alliance on Mental Illness (NAMI) member
Representing: NAMI in King County
Term expires: June 30, 2017

Pat Godfrey, King County Alcohol and Substance Abuse Administrative Board
Representing: King County Alcoholism and Substance Abuse Administrative Board
Term Assigned to Affiliation

Shirley Havenga, Chief Executive Officer, Community Psychiatric Clinic
Representing: Provider of mental health and chemical dependency services in King County
Term expires: June 30, 2016

Patty Hayes, Director, Public Health—Seattle & King County
Representing: Public Health
Term Assigned to Affiliation

William Hayes, Director, King County Department of Adult and Juvenile Detention
Representing: Adult and Juvenile Detention
Term Assigned to Affiliation

Mike Heinisch, Executive Director, Kent Youth and Family Services
Representing: Provider of youth mental health and chemical dependency services in King County
Term expires: June 30, 2019

Darcy Jaffe, Assistant Administrator, Patient Care Services
Representing: Harborview Medical Center
Term expires: June 30, 2017

Norman Johnson, Executive Director, Therapeutic Health Services
Representing: Provider of culturally specific chemical dependency services in King County
Term expires: June 30, 2017

Ann McGettigan, Executive Director, Seattle Counseling Center
Representing: Provider of culturally specific mental health services in King County
Term expires: June 30, 2016

Claudia D'Allegri
Representing: Community Health Centers
Term expires: June 30, 2016

Barbara Miner, Director, King County Department of Judicial Administration
Representing: Judicial Administration
Term Assigned to Affiliation

Mark Putnam, Project Director, Committee to End Homelessness in King County
Representing: Committee to End Homelessness
Term Assigned to Affiliation

Adrienne Quinn, Director, King County Department of Community and Human Services (DCHS)
Representing: King County DCHS
Term Assigned to Affiliation

Lynne Robinson, Councilmember, City of Bellevue
Representing: City of Bellevue
Term expires: June 30, 2017

Dan Satterberg, King County Prosecuting Attorney
Representing: Prosecuting Attorney's Office
Term Assigned to Affiliation

Mary Ellen Stone, Director, King County Sexual Assault Resource Center
Representing: Provider of sexual assault victim services in King County
Term expires: June 30, 2017

Dave Upthegrove, Councilmember, Metropolitan King County Council
Representing: King County Council
Term Assigned to Affiliation

John Urquhart, Sheriff, King County Sheriff's Office
Representing: Sheriff's Office
Term Assigned to Affiliation

Chelene Whiteaker, Director, Advocacy and Policy, Washington State Hospital Association
Representing: Washington State Hospital Association/King County Hospitals
Term expires: June 30, 2019

Lorinda Youngcourt, Public Defender, King County Department of Public Defense
Representing: Department of Public Defense
Term Assigned to Affiliation

| <u>NAME AND AFFILIATION</u> | <u>WORKGROUP ROLE</u> |
|--|---|
| Mary Jane Alexander Privacy Officer Public Health, Seattle & King County | Data sharing must protect individual confidentiality and follow regulations |
| Jeff Duchin Health Officer Public Health, Seattle & King County | Perspective on individual- and population-level use of health and human services data |
| Rene Franzen Privacy Officer Community & Human Services, King County | Data sharing must protect individual confidentiality and follow regulations |
| Tracy Hilliard Director of Data Integrity City of Seattle | The City of Seattle is a key partner in transformation initiatives and has a role in administering HMIS |
| Jutta Joesch Health Care Economist Executive's Office, King County | Reducing health care costs is one element of the Triple Aim |
| Eli Kern, Technical Lead Epidemiologist Public Health – Seattle & King County | To serve as technical lead for the PMW |
| Kathy Lofy State Health Officer Department of Health, WA | Promote alignment with Analytics, Interoperability & Measurement work of Healthier Washington |
| David Mancuso Director, Research & Data Analysis Division Department Social & Health Services, WA | Promote alignment with Analytics, Interoperability & Measurement work of Healthier Washington |
| Diep Nguyen IT Service Delivery Manager, Information Technology, King County | Shared and integrated data requires IT infrastructure |
| Laura Pennington Performance Measures Program Manager Office of Health Innovation & Reform Health Care Authority, WA | Promote alignment with Analytics, Interoperability & Measurement work of Healthier Washington |
| Marguerite Ro, Co-Lead CDIP Chief, APDE Chief Public Health, Seattle & King County | DCHS and PHSKC are two primary providers of health & human services information |
| Caitlin Safford Manager, External Relations Coordinated Care | Critical link with the Leadership Council, to which the PMW is accountable |
| Debra Srebnik Analyst, MHCADSD Community & Human Services, King County | DCHS and PHSKC are two primary providers of health and human services information |

NAME AND AFFILIATION

WORKGROUP ROLE

| | |
|--|--|
| <p>Amina Suchoski, Co-Lead Vice President, Business Development United Healthcare</p> | <p>Critical link with the Leadership Council, to which the PMW is accountable</p> |
| <p>Brent Veenstra IT Manager Information Technology, King County</p> | <p>Shared and integrated data requires IT infrastructure</p> |
| <p>Maria Yang Medical Director Community & Human Services, King County</p> | <p>Perspective on individual- and population-level use of health and human services data</p> |
| <p>Lee Thornhill, PMW Staff Social Research Scientist, APDE, Public Health, Seattle & King County</p> | <p>To provide backbone support to the PMW</p> |

King County Accountable Community of Health

DRAFT ACH Physical and Behavioral Health Integration Design Subcommittee

| NAME AND AFFILIATION | SECTOR(S) |
|--|--|
| Vicki Isett Community Homes, Inc. | <i>Adult Family Home Providers</i> |
| Maureen Linehan* City of Seattle – Aging and Disability Services | <i>Area Agency on Aging</i> |
| Debra Morrison Neighborcare Health | <i>Community Health Centers*</i> |
| David Johnson Navos | <i>Community Mental Health Providers</i> |
| Ken Taylor Valley Cities Counseling | |
| Pam Haithcox Eggleston Multicare | |
| Darcy Jaffe Harborview Medical Center | <i>Hospital systems</i> |
| Suzanne Peterson-Tannenberg Seattle Children's Hospital | |
| Daniel Malone Downtown Emergency Service Center | <i>Housing/Homelessness Community Mental Health Provider</i> |
| Jennifer DeYoung Public Health-Seattle & King County | |
| Betsy Jones Executive's Office | <i>King County</i> |
| Maria Yang Department of Community and Human Services | |
| Susan McLaughlin Department of Community and Human Services | |
| Doug Bowes United Healthcare | |
| Torri Canda Amerigroup | |
| Emily Transue, MD / Victoria Cates Coordinated Care | <i>Medicaid Managed Care</i> |
| Erin Hafer Community Health Plan of Washington | |
| Julie Lindberg Molina Healthcare | |
| Anne Shields Washington AIMS | <i>Research and Policy Support</i> |
| Aileen DeLeon WAPI | <i>Substance Use Disorder Treatment Provider</i> |
| Patricia Quinn Therapeutic Health Services | |

King County Accountable Community of Health

DRAFT ACH Physical and Behavioral Health Integration Design Subcommittee

NAME AND AFFILIATION

SECTOR(S)

Dan Cable
Muckleshoot Tribe

Tribal

Steve Daschle
Southwest Youth and Family Services

Youth and Family Services

Molly Donovan
Refugee Women's Alliance

Liz Arjun
elizabeth.arjun@kingcounty.gov
(206) 263-9107

King County Transformation, Department
of Community and Human Services, Public
Health-Seattle & King County

DRAFT

* still confirming representation

MEMORANDUM OF AGREEMENT
between the
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
and the
CITY OF ISSAQUAH
for
JAIL TRANSITION SERVICES
2014 – 2016

The following agreement is entered into between the **King County Department of Community and Human Services (the County)** and the **City of Issaquah (the City)** effective **January 1, 2014 through December 31, 2016 unless terminated by either party**. This agreement covers relationships and operational agreements for purposes of providing jail transition services to inmate-clients with co-occurring mental health and substance abuse disorders being released from the Issaquah Jail, the King County Correctional Facility in Seattle, or the Norm Maleng Regional Justice Center in Kent.

I. PROGRAM DESCRIPTION

A. Goals

1. To ensure that eligible Medicaid recipients and non-Medicaid persons receive easily accessible, acceptable, culturally relevant, coordinated, comprehensive, and quality mental health services.
2. To ensure that services not only provide symptom relief, but that services are provided from a recovery perspective to assist clients to find what has been lost in their lives due to their illness including the opportunity to make friends, use natural supports, make choices about their care, find and keep jobs, and to develop personal mechanisms for coping and for regaining independence.

B. Objectives

1. To ensure that active engagement and discharge planning occurs during incarceration.
2. To provide data that will allow the analysis of client and program outcomes of linkage of appropriate inmate-clients to the Jail Transition Services program.
3. To participate in the King County Criminal Justice Initiatives (CJI) to contribute to equity and social justice through the decriminalization of individuals with mental health and substance use disorders.

C. Eligibility

1. Eligibility for referral to the Jail Transition Services program includes adults who have an annual income of not more than 200 percent of federal poverty level and who:

- a. Are being released from custody at the Issaquah Jail;
 - b. Have a history of two or more incarcerations in King County, including the current incarceration;
 - c. Have a major mental disorder that is ongoing and that interferes with age-appropriate social and role functioning, and an active substance use disorder that is ongoing;
 - d. Are not enrolled in outpatient benefit services provided through the King County Mental Health Plan nor engaged in outpatient substance use disorder treatment services, excluding opiate substitution treatment;
 - e. Are residents of King County or are homeless; and
 - f. Agree to participate in the program.
2. Inmate-clients who are not eligible for the Jail Transition Services program and should not be referred include:
 - a. Those whose current charges include a sex offense or arson;
 - b. Those whose felony criminal history or registration status (regardless of current charges) includes arson or Level III Sex Offender, respectively.
 3. Level II Sex Offender cases must be reviewed and approved by the CJI program manager prior to Jail Transition Services program placement.

D. Definitions

1. Major mental disorder: A mental disorder as defined by the Diagnostic and Statistical Manual fourth edition or as revised which that is ongoing and interferes with age-appropriate social and role functioning.
2. Medicaid Recipient: An individual who is currently enrolled in the Medicaid program, as shown on the medical identification card.
3. Non-Medicaid Client: Individuals who do not hold a valid card showing they meet Medicaid eligibility requirements. Mental health and substance use disorder services will be available to non-Medicaid persons as resources permit.

E. General Program Requirements

1. The County and City shall conduct services in accordance with state and federal confidentiality requirements including 42 CFR Part 2, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) Parts 160 and 164.
2. The City shall conduct services in accordance with state and federal requirements including applicable Washington Administrative Code (WAC) 289-20-240 and 246-869-080.
3. The County and City shall be solely responsible for compliance with generally accepted professional and ethical standards for the services each performs, and for the quality of the services each performs. All duties performed by the County and City shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which the County or City and its clinicians are subject with respect to licensing, certification, registration, and/or accreditation.

F. Program-Specific Requirements

1. The City shall:

- a. Assist in identifying inmates with mental illness and/or substance use disorders to facilitate a coordinated transition to the community via the following;
 - i. Arrange for mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by on-site medical personnel, jail staff, officers of the court, or self-referred; and
 - ii. Arrange for assessment of persons incarcerated at the Issaquah Jail for program eligibility, particularly those persons who are members of the priority populations as defined in Chapter 71.24 RCW, utilizing King County contracted agencies to determine financial and clinical eligibility for those who may be linked to inpatient substance use disorder treatment or outpatient co-occurring disorders (co-morbid mental health and substance use disorders) treatment upon release from custody;
 - b. Provide medications prescribed to incarcerated individuals at the Issaquah City Jail for the purposes of relieving psychiatric symptoms, including medications to ameliorate the side effects of psychotropic medication;
 - c. Provide defendant information to the County or the County's contracted agency, Sound Mental Health (SMH), upon request;
 - d. Provide a referral to SMH's criminal justice liaison prior to the person's release from jail in order to determine eligibility and amenability for appropriate mental health, substance use disorder or other services, including the Reentry Case Management Services program, to stabilize the person in the community;
 - e. Collaborate with other human services system liaisons under contract with the County, court staff, and SMH in arranging for services to persons referred by the jail; and
 - f. Ensure that persons who have been diagnosed with a mental illness or identified as in need of mental health services and are transferred to another jurisdiction, such as a tribal jail or a jail in another county, receive appropriate transition services including pre-release case management, if appropriate, and transition planning.
2. The City shall:
 - a. Retain complete responsibility for and control of its practice and the practice of clinicians under its employ or contract;
 - b. Be responsible for all acts and decisions in connection therewith; and
 - c. Conduct its practice in accordance with its own best clinical judgment and discretion.
 3. The County shall:
 - a. Ensure the provision of appropriate mental health or substance use disorder treatment, support services, and transportation to the service site from the municipal jail or the Norm Maleng Regional Justice Center (RJC) for eligible inmate-clients being released from custody;

- b. Provide substance use disorder assessments (including video assessments, if feasible) and eligibility determination, and place eligible and amenable inmate-clients in appropriate substance use disorder treatment upon release;
 - c. Ensure the provision of Reentry Case Management Services for inmate-clients who are exiting jail and who are eligible and participate in this program; and
 - d. Analyze data and evaluate program and client outcomes.
4. The County shall assure that its subcontractors including SMH will:
- a. Coordinate with the City and share information as needed and permitted;
 - b. Screen and assess City of Issaquah inmate-clients incarcerated at the RJC for program eligibility via the criminal justice liaison or designated release planner;
 - c. Coordinate with jail representatives to pick-up eligible individuals at the municipal jail or RJC for immediate transport to the service site;
 - d. Provide mental health and/or substance use disorder treatment, transitional housing, assistance with locating or applying for permanent housing, medications, case management and other support services, and assistance with applying for entitlements and other publicly funded benefits; and
 - e. Submit participate data electronically and/or hard copy to the County.

II. REFERRAL DATA, REPORTING REQUIREMENTS, AND DATA SECURITY

A. Referral Data

The City will provide defendant data in a format mutually agreed upon by the City and the County to expedite and assure an appropriate referral to Sound Mental Health for services. Data needed for an appropriate referral may include the following:

| <u>Data Element</u> | <u>Description</u> |
|---------------------|--------------------------------------|
| First Name | First name |
| Middle Name | Middle name or initial |
| Last Name | Last name |
| DOB | Birth date |
| Gender | Male or Female |
| Ethnicity | |
| Hispanic Origin | |
| Court Case Number | Court Case Number |
| Booking Date | Date consumer was booked in jail |
| Exit date | Date consumer was released from jail |

B. Annual Reports and Other One-Time-Only Reports

The City shall provide Issaquah City Jail booking data for program participant outcome evaluation purposes on a schedule and in a format agreed upon by the County and the City.

C. Data Security and Confidentiality

If the data provided by the City includes social security numbers, the County promises that the social security numbers released shall be treated as confidential information that will only be used for the purpose of research and evaluation of the Jail Transition Services program or the Criminal Justice Initiatives project, and it shall disclose the numbers only to employees of the Department of Community and Human Services.

1. The County will not disclose, publish, or otherwise reveal any of the social security numbers to any other party whatsoever except with the specific prior written authorization of the City and will take best efforts and precautions to prevent and protect the numbers from disclosure to any person other than the Department's employees.
2. The County agrees to indemnify, defend, and hold harmless the City against any loss, including attorney fees, damage, or liability arising from disclosure of the social security numbers provided by the City. The County shall have sole control of the defense and settlement of any claims for which it provides indemnification.

III. TERMINATION

Either party may terminate this Agreement at a date prior to the date specified in this Agreement, by giving 45 days written notice to the other party.

IV. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

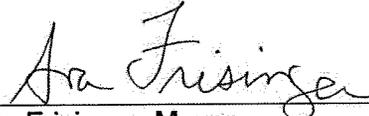
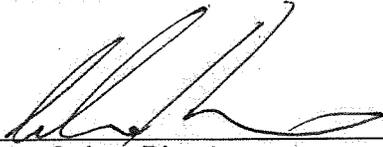
V. ENTIRE AGREEMENT

This Agreement, including any amendments attached hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation, or understanding, verbal or otherwise, dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS HERETO, the City of Issaquah and the Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division, have executed this Agreement as of the dates written below:

KING COUNTY

CITY of ISSAQUAH



Adrienne Quinn, Director
Department of Community and Human Services

Ava Frisinger, Mayor

1/6/14

12/17/13

Date

Date

APPROVED AS TO FORM:



~~Tina Eggers, City Clerk~~

Wayne Tanaka, City Attorney

MEMORANDUM OF AGREEMENT
between the
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
and the
CITY OF KIRKLAND
for
JAIL TRANSITION SERVICES
2014 – 2016

The following agreement is entered into between the **King County Department of Community and Human Services (the County)** and the **City of Kirkland (the City)** effective **January 1, 2014 through December 31, 2016 unless terminated by either party**. This agreement covers relationships and operational agreements for purposes of providing jail transition services to inmate-clients with co-occurring mental health and substance abuse disorders being released from the Kirkland Jail, the King County Correctional Facility in Seattle, or the Norm Maleng Regional Justice Center in Kent.

I. PROGRAM DESCRIPTION

A. Goals

1. To ensure that eligible Medicaid recipients and non-Medicaid persons receive easily accessible, acceptable, culturally relevant, coordinated, comprehensive, and quality mental health services.
2. To ensure that services not only provide symptom relief, but that services are provided from a recovery perspective to assist clients to find what has been lost in their lives due to their illness including the opportunity to make friends, use natural supports, make choices about their care, find and keep jobs, and to develop personal mechanisms for coping and for regaining independence.

B. Objectives

1. To ensure that active engagement and discharge planning occurs during incarceration.
2. To provide data that will allow the analysis of client and program outcomes of linkage of appropriate inmate-clients to the Jail Transition Services program.
3. To participate in the King County Criminal Justice Initiatives (CJI) to contribute to equity and social justice through the decriminalization of individuals with mental health and substance use disorders.

C. Eligibility

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 - b. Have a history of two or more incarcerations in King County, including the current incarceration;
 - c. Have a major mental disorder that is ongoing and that interferes with age-appropriate social and role functioning, and an active substance use disorder that is ongoing;
 - d. Are not enrolled in outpatient benefit services provided through the King County Mental Health Plan nor engaged in outpatient substance use disorder treatment services, excluding opiate substitution treatment;
 - e. Are residents of King County or are homeless; and
 - f. Agree to participate in the program.
2. Inmate-clients who are not eligible for the Jail Transition Services program and should not be referred include:
 - a. Those whose current charges include a sex offense or arson;
 - b. Those whose felony criminal history or registration status (regardless of current charges) includes arson or Level III Sex Offender, respectively.
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1. Major mental disorder: A mental disorder as defined by the Diagnostic and Statistical Manual fourth edition or as revised which that is ongoing and interferes with age-appropriate social and role functioning.
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1. The County and City shall conduct services in accordance with state and federal confidentiality requirements including 42 CFR Part 2, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) Parts 160 and 164.
2. The City shall conduct services in accordance with state and federal requirements including applicable Washington Administrative Code (WAC) 289-20-240 and 246-869-080.
3. The County and City shall be solely responsible for compliance with generally accepted professional and ethical standards for the services each performs, and for the quality of the services each performs. All duties performed by the County and City shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which the County or City and its clinicians are subject with respect to licensing, certification, registration, and/or accreditation.

F. Program-Specific Requirements

1. The City shall:

- a. Assist in identifying inmates with mental illness and/or substance use disorders to facilitate a coordinated transition to the community via the following;
 - i. Arrange for mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by on-site medical personnel, jail staff, officers of the court, or self-referred; and
 - ii. Arrange for assessment of persons incarcerated at the Kirkland Jail for program eligibility, particularly those persons who are members of the priority populations as defined in Chapter 71.24 RCW, utilizing King County contracted agencies to determine financial and clinical eligibility for those who may be linked to inpatient substance use disorder treatment or outpatient co-occurring disorders (co-morbid mental health and substance use disorders) treatment upon release from custody;
 - b. Provide medications prescribed to incarcerated individuals at the Kirkland City Jail for the purposes of relieving psychiatric symptoms, including medications to ameliorate the side effects of psychotropic medication;
 - c. Provide defendant information to the County or the County's contracted agency, Sound Mental Health (SMH), upon request;
 - d. Provide a referral to SMH's criminal justice liaison prior to the person's release from jail in order to determine eligibility and amenability for appropriate mental health, substance use disorder or other services, including the Reentry Case Management Services program, to stabilize the person in the community;
 - e. Collaborate with other human services system liaisons under contract with the County, court staff, and SMH in arranging for services to persons referred by the jail; and
 - f. Ensure that persons who have been diagnosed with a mental illness or identified as in need of mental health services and are transferred to another jurisdiction, such as a tribal jail or a jail in another county, receive appropriate transition services including pre-release case management, if appropriate, and transition planning.
2. The City shall:
 - a. Retain complete responsibility for and control of its practice and the practice of clinicians under its employ or contract;
 - b. Be responsible for all acts and decisions in connection therewith; and
 - c. Conduct its practice in accordance with its own best clinical judgment and discretion.
 3. The County shall:
 - a. Ensure the provision of appropriate mental health or substance use disorder treatment, support services, and transportation to the service site from the Kirkland Jail or the Norm Maleng Regional Justice Center (RJC) for eligible inmate-clients being released from custody;

- b. Provide substance use disorder assessments (including video assessments, if feasible) and eligibility determination, and place eligible and amenable inmate-clients in appropriate substance use disorder treatment upon release;
 - c. Ensure the provision of Reentry Case Management Services for inmate-clients who are exiting jail and who are eligible and participate in this program; and
 - d. Analyze data and evaluate program and client outcomes.
4. The County shall assure that its subcontractors including SMH will:
- a. Coordinate with the City and share information as needed and permitted;
 - b. Screen and assess City of Kirkland inmate-clients incarcerated at the RJC for program eligibility via the criminal justice liaison or designated release planner;
 - c. Coordinate with jail representatives to pick-up eligible individuals at the Kirkland Jail or RJC for immediate transport to the service site;
 - d. Provide mental health and/or substance use disorder treatment, transitional housing, assistance with locating or applying for permanent housing, medications, case management and other support services, and assistance with applying for entitlements and other publicly funded benefits; and
 - e. Submit participant data electronically and/or by hard copy to the County.

II. REFERRAL DATA, REPORTING REQUIREMENTS, AND DATA SECURITY

A. Referral Data

The City will provide defendant data in a format mutually agreed upon by the City and the County to expedite and assure an appropriate referral to Sound Mental Health for services. Data needed for an appropriate referral may include the following:

| <u>Data Element</u> | <u>Description</u> |
|---------------------|--------------------------------------|
| First Name | First name |
| Middle Name | Middle name or initial |
| Last Name | Last name |
| DOB | Birth date |
| Gender | Male or Female |
| Ethnicity | |
| Hispanic Origin | |
| Court Case Number | Court Case Number |
| Booking Date | Date consumer was booked in jail |
| Exit date | Date consumer was released from jail |

B. Annual Reports and Other One-Time-Only Reports

The City shall provide Kirkland Jail booking data for program participant outcome evaluation purposes on a schedule and in a format agreed upon by the County and the City.

C. Data Security and Confidentiality

If the data provided by the City includes social security numbers, the County promises that the social security numbers released shall be treated as confidential information that will only be used for the purpose of research and evaluation of the Jail Transition Services program or the Criminal Justice Initiatives project, and it shall disclose the numbers only to employees of the Department of Community and Human Services.

1. The County will not disclose, publish, or otherwise reveal any of the social security numbers to any other party whatsoever except with the specific prior written authorization of the City and will take best efforts and precautions to prevent and protect the numbers from disclosure to any person other than the Department's employees.
2. The County agrees to indemnify, defend, and hold harmless the City against any loss, including attorney fees, damage, or liability arising from disclosure of the social security numbers provided by the City. The County shall have sole control of the defense and settlement of any claims for which it provides indemnification.

III. **TERMINATION**

Either party may terminate this Agreement at a date prior to the date specified in this Agreement, by giving 45 days written notice to the other party.

IV. **AMENDMENTS**

Either party may request changes to this Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

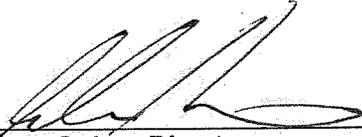
V. **ENTIRE AGREEMENT**

This Agreement, including any amendments attached hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation, or understanding, verbal or otherwise, dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS HERETO, the City of Kirkland and the Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division, have executed this Agreement as of the dates written below:

KING COUNTY

CITY of KIRKLAND



Adrienne Quinn, Director
Department of Community and Human Services

Maulyne Beard, Deputy CM
for Kurt Triplett, City Manager

1/2/14

Date

12/23/2013

Date

APPROVED AS TO FORM:

Robin Jenkinson
Robin Jenkinson, City Attorney

MEMORANDUM OF AGREEMENT
between the
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
and the
SOUTH CORRECTIONAL ENTITY
for
JAIL TRANSITION SERVICES
2014 – 2015

The following Agreement is entered into between the **King County Department of Community and Human Services (the County)** and the **South Correctional Entity (SCORE)**, a **multijurisdictional misdemeanor jail, effective January 1, 2014 through December 31, 2015 unless terminated by either party.** This Agreement covers relationships and operational agreements for purposes of providing jail transition services to inmates with co-occurring mental health and substance abuse disorders being released from the SCORE facility.

I. PROGRAM DESCRIPTION

A. Goals

1. To ensure that eligible Medicaid recipients and non-Medicaid persons receive easily accessible and coordinated, quality mental health and/or substance use disorder treatment upon release from custody as appropriate.
2. To ensure that services not only provide symptom relief, but that services are provided from a recovery perspective to assist inmate-clients to find what has been lost in their lives due to their illness including the opportunity to make friends, use natural supports, make choices about their care, find and keep jobs, and to develop personal mechanisms for coping and for regaining independence.
3. To reduce recidivism for individuals who are assisted with access to services that are provided via this Agreement.

B. Objectives

1. To ensure that active engagement and release planning occurs during incarceration.
2. To provide data that will allow the analysis of defendant and program outcomes of linkage of appropriate inmates to the Jail Transition Services program.
3. To participate in the King County Criminal Justice Initiatives (CJI) to contribute to equity and social justice through the decriminalization of individuals with mental health and substance use disorders.

C. Eligibility

1. Inmate eligibility for referral to the Jail Transition Services program includes adults who have an annual income of not more than 200 percent of federal poverty level and who:
 - a. Are being released from the SCORE jail;
 - b. Have a history of two or more incarcerations in King County, including the current incarceration;
 - c. Have a major mental disorder that is ongoing and that interferes with age-appropriate social and role functioning, and/or an active substance-related disorder that is ongoing;
 - d. Are not enrolled in outpatient benefit services provided through the King County Mental Health Plan nor engaged in outpatient substance use disorder treatment services, excluding opiate substitution treatment;
 - e. Are residents of King County or are homeless; and
 - f. Agree to participate in the program.
2. Inmates who are not eligible for the Jail Transition Services program and should not be referred include:
 - a. Those whose current charges include a sex offense or arson; or
 - b. Those whose felony criminal history or registration status (regardless of current charges) includes arson or Level III Sex Offender, respectively.
3. Level II Sex Offender cases must be reviewed and approved by the CJI program manager prior to Jail Transition Services program placement.

D. Definitions

1. Major mental disorder: A mental disorder as defined by the Diagnostic and Statistical Manual fourth edition or as revised which that is ongoing and interferes with age-appropriate social and role functioning.
2. Medicaid Recipient: An individual who is currently enrolled in the Medicaid program, as shown on the medical identification card.
3. Non-Medicaid Client: Individuals who do not hold a valid card showing they meet Medicaid eligibility requirements. Mental health services will be available to non-Medicaid persons as resources permit.

E. General Program Requirements

1. The County and SCORE shall conduct services in accordance with state and federal confidentiality requirements including 42 CFR Part 2, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) Parts 160 and 164.
2. SCORE shall conduct services in accordance with state and federal requirements including applicable Washington Administrative Code (WAC) 289-20-240 and 246-869-080.
3. The County and SCORE shall be solely responsible for compliance with generally accepted professional and ethical standards for the services each

performs, and for the quality of the services each performs. All duties performed by the County and the SCORE shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which the County or SCORE and its clinicians are subject with respect to licensing, certification, registration, and/or accreditation.

F. Program-Specific Requirements

1. The South Correctional Entity shall:

- a. Assist in identifying inmates with mental illness and/or substance abuse disorders to facilitate a coordinated transition to the community via the following;
 - i. Arrange for mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by on-site medical personnel, jail staff, officers of the court, or self-referred;
 - ii. Arrange for assessment of persons incarcerated at SCORE for program eligibility, particularly those persons who are members of the priority populations as defined in Chapter 71.24 RCW, utilizing King County contracted agencies to determine financial and clinical eligibility for those who may be linked to inpatient substance use disorder treatment or outpatient co-occurring disorders (co-morbid mental health and substance use disorders) treatment upon release from custody;
- b. If appropriate, provide psychiatric medications prescribed to incarcerated individuals at SCORE for the purposes of relieving psychiatric symptoms, including medications to ameliorate the side effects of psychotropic medication, which may be delayed or denied due to the following;
 - i. Need for medication verification. Once verified that the psychiatric prescription is less than 45 days old, and the dosage is within the usual therapeutic range and meets formulary criteria, the SCORE medical provider shall restart the medication as clinically indicated;
 - ii. If the inmate's psychiatric medication has been verified, but the dosage is outside of the normal therapeutic range or does not comply with SCORE medical provider practice guidelines, the dosage may be lowered or medication restarted selectively to ensure that SCORE medical provider practice standards are maintained; or
 - iii. If the inmate's medication cannot be verified through a community based provider or pharmacy, or the inmate has not taken the medication within 45 days prior to booking, then the psychiatric medication request should not be authorized;
- c. As appropriate and when clinically indicated, provide psychiatric evaluation of inmates with no history of mental health services or medications for the purposes of determining and providing psychiatric medication needs;
- d. Provide a minimum of a five day supply of psychiatric medications at release in instances where medications came with the inmate upon booking or were provided after booking, with the exception of those medications that have overdose potential or illicit street value, and when the SCORE medical

- provider is given a minimum of three business days notification prior to an inmate's release;
- e. Provide via hard copy, fax or electronic documentation a 30-day script for medications per SCORE medical provider guidelines if and when outside parties provide necessary notification and required information for coordination purposes;
 - f. Provide inmate information to the County or the County's contracted agency, Sound Mental Health (SMH), upon request;
 - d. Provide a referral to SMH's criminal justice liaison prior to the person's release from jail in order to determine eligibility and amenability for appropriate mental health, substance use disorder or other services, including the SMH Reentry Case Management Services program, to stabilize the person in the community;
 - e. If feasible, transport identified persons upon release from the SCORE facility to the inpatient/residential treatment services site, within South King County and Seattle only, to ensure continuity of care;
 - f. Participate in multisystem collaboration meetings to troubleshoot referral issues related to Jail Transition Services for SCORE inmates; and
 - g. If and when applicable, ensure that persons who have been diagnosed with a mental illness or identified as in need of mental health services and are transferred to another jurisdiction, such as a tribal jail or a jail in another county, receive appropriate transition services.
2. The South Correctional Entity shall:
 - a. Retain complete responsibility for and control of its practice and the practice of clinicians under its employ or contract;
 - b. Be responsible for all acts and decisions in connection therewith; and
 - c. Conduct its practice in accordance with its own best clinical judgment and discretion.
 3. King County shall:
 - a. Ensure the provision of appropriate mental health or substance use disorder treatment, support services, and transportation to the service site from the municipal jail for eligible inmates being released from custody;
 - b. Refer appropriate inmates for facilitation of expedited financial eligibility determination with the goal of immediate access to entitlements and other publicly funded benefits upon release from incarceration;
 - c. Provide substance use disorder assessments (including video assessments, if approved) and eligibility determination, and place eligible and amenable inmates in appropriate inpatient substance use disorder treatment upon release;
 - d. Ensure the provision of reentry case management services for inmates who are exiting jail and who are eligible and participate in this program; and
 - e. Analyze data and evaluate program and client outcomes.

4. King County shall ensure that SMH will:
 - a. Coordinate with SCORE and share information as needed and permitted;
 - b. Screen and assess appropriate inmates being adjudicated from the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila – or other municipalities within King County – who are incarcerated at SCORE for program eligibility via the criminal justice liaison or reentry specialist;
 - c. Coordinate with jail representatives to pick-up eligible inmates at SCORE, who are not transported by SCORE staff, for immediate transport to the services site;
 - d. Provide mental health and/or substance use disorder treatment, transitional housing, assistance with locating or applying for permanent housing, medications, case management and other support services, and assistance with applying for entitlements and other publicly funded benefits; and
 - e. Submit participate data electronically and/or hard copy as agreed upon.

II. REFERRAL DATA, REPORTING REQUIREMENTS, AND DATA SECURITY

A. Quarterly Reports

SCORE shall provide booking data on a quarterly basis for program participant outcome evaluation purposes in a format agreed upon by the County and SCORE. Data elements shall include the following:

| <u>Data Element</u> | <u>Description</u> |
|----------------------|--|
| First Name | First name |
| Middle Name | Middle name or initial |
| Last Name | Last name |
| DOB | Birth date |
| SSN | Social Security Number |
| Booking Date | Date individual was booked in jail |
| Release Date | Date individual was released from jail |
| Charge | Criminal charge |
| Crime Classification | Felony investigation, misdemeanor or violation |

B. Data Security and Confidentiality

If the data provided by SCORE includes social security numbers, the County will ensure that the social security numbers released shall be treated as confidential information that will only be used for the purpose of research and evaluation of the Jail Transition Services program or the CJI project, and it shall disclose the numbers only to employees of the Department of Community and Human Services.

1. The County will not disclose, publish, or otherwise reveal any of the social security numbers to any other party whatsoever except with the specific prior written authorization of SCORE and will take best efforts and precautions to prevent and protect the numbers from disclosure to any person other than the Department's employees.
2. The County will destroy all identifier data submitted to the County by SCORE within five years of receipt.

3. The County agrees to indemnify, defend, and hold harmless SCORE against any loss, including attorney fees, damage, or liability arising from disclosure of the social security numbers provided by SCORE. The County shall have sole control of the defense and settlement of any claims for which it provides indemnification.

III. HOLD HARMLESS AND INDEMNIFICATION

- A. SCORE shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the South Correctional Entity, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. SCORE agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, SCORE, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from SCORE.
- B. The County shall protect, defend, indemnify, and hold harmless the South Correctional Entity, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the South Correctional Entity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event SCORE incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- C. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- D. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- E. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

IV. TERMINATION

Either party may terminate this Agreement at a date prior to the date specified in this Agreement, by giving 45 days written notice to the other party.

V. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

VI. ENTIRE AGREEMENT

This Agreement, including any amendments attached hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation, or understanding, verbal or otherwise, dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever.

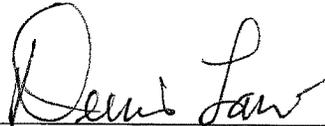
IN WITNESS HERETO, the South Correctional Entity and the Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division, have executed this Agreement as of the dates written below:

KING COUNTY

SOUTH CORRECTIONAL ENTITY



Adrienne Quinn, Director
Department of Community and Human Services



Presiding Officer, SCORE Administrative
Board

12/23/13

Date

12/11/13

Date

**AMENDMENT #1
MEMORANDUM OF AGREEMENT BETWEEN THE
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
AND
SOUTH CORRECTIONAL ENTITY (SCORE)
FOR
JAIL TRANSITION SERVICES
2014-2016**

AMENDMENT CHANGES**OPENING PARAGRAPH**

Change the first sentence of the Agreement to read as follows:

The following Agreement is entered into between the King County Department of Community and Human Services (the County) and the South Correctional Entity (SCORE), effective January 1, 2014 through December 31, 2016 unless terminated by either party.

II. REPORTING REQUIREMENTS, DATA SECURITY AND DATA PLAN**A. Reports**

Change item II.A. to read as follows:

SCORE shall provide a daily electronic extract of jail booking and release data. A person's record shall be in the data for a given date if the person has had either a booking or release of that date. If the person has been booked prior to the date in question but not yet released, they shall not appear in the data.

The daily electronic extract shall include the following data elements:

| <u>Data Element</u> | <u>Description</u> |
|----------------------|---|
| Offender ID | Client identifier |
| First Name | First name |
| Middle Name | Middle name or initial |
| Last Name | Last name |
| DOB | Birth date |
| SSN | Social Security Number |
| Gender | Gender |
| Race | Race |
| Booking Number | Booking number |
| Booking Date | Date individual was booked in jail |
| Release Date | Date individual was released from jail |
| Charge | Criminal charge |
| Crime Classification | Felony investigation, misdemeanor, or violation |

B. Data Security and Confidentiality

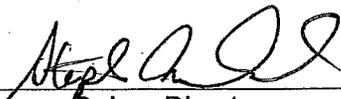
Change item II.B. to read as follows:

1. A Data Plan and Confidentiality Agreement for Criminal Justice Related Program Evaluations is attached this Memorandum of Agreement via Attachment 1 and shall be considered part of the mutual Agreement.
2. Information and data sharing will be governed by 42 Code of Federal Regulations (CFR) part 2 Federal Confidentiality Regulation, 45 CFR Health Insurance Portability and Accountability Act (HIPAA), RCW 70.02 Health Information Access and Disclosure, and RCW 10.97.050(6) Washington State Criminal Records Privacy Act – Restricted, unrestricted information, as well as the County and SCORE policies and procedures.
3. If the data provided by SCORE includes social security numbers, the County will ensure that the social security numbers released shall be treated as confidential information that will be used only for the purpose of research and evaluation of the King County Diversion and Reentry Services, and it shall disclose the numbers only to employees of the Department of Community and Human Services.
4. The County will not disclose, publish, or otherwise reveal any of the social security numbers to any other party whatsoever except with the specific prior written authorization of SCORE and will make best efforts to take precautions to prevent and protect this information from disclosure to any person other than the Department's employees.
5. The County agrees to indemnify, defend, and hold harmless SCORE against any loss, including attorney fees, damage, or liability arising from disclosure of the social security numbers provided by SCORE. The County shall have sole control of the defense and settlement of any claims for which it provides indemnification.

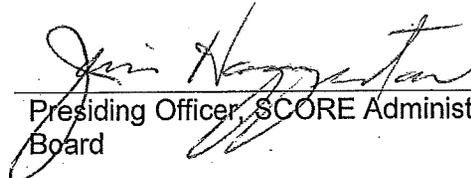
IN WITNESS HERETO, the Washington State Department of Social and Health Services and the King County Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division, have executed this Agreement as of the dates written below:

KING COUNTY

SOUTH CORRECTIONAL ENTITY



Adrienne Quinn, Director
Department of Community and Human Services



Presiding Officer, SCORE Administrative Board

7-8-15

Date

7/22/2015

Date

**ATTACHMENT 1
DATA PLAN AND CONFIDENTIALITY AGREEMENT
FOR CRIMINAL JUSTICE RELATED PROGRAM EVALUATIONS**

The King County Department of Community and Human Services (DCHS) will receive from the South Correctional Entity (SCORE) a daily electronic extract of inmate data for the following purposes:

1. Matching to the mental health database and notifying mental health provider agencies of their clients who have been incarcerated within the prior 24 hours.
2. Support the evaluation of criminal justice outcomes for the following programs:
 - a. Diversion and Reentry Services;
 - b. Veteran's and Human Services Levy;
 - c. Mental Illness and Drug Dependency Plan; and
 - d. Familiar Faces (individual strategy for the Health and Human Services Transformation Plan).
3. Prioritize homeless clients for housing placement in part based on jail and service utilization.

The use of the inmate data provided by SCORE will conform to the provisions described below.

Receipt of the Data

The data will be made available electronically to an authorized King County Information Technology (KCIT) staff on a daily basis.

Data Security and Confidentiality

The daily data file will be stored in a subdirectory of the Mental Health, Chemical Abuse and Dependency Services Division's Local Area Network (LAN) under a subdirectory dedicated to this data. Access to the subdirectory is restricted to KCIT staff directly involved with processing the daily SCORE data file. Access to specific subdirectories within the LAN is restricted such that only staff authorized to view a given directory can see that directory when they enter the LAN.

The daily data file will be processed and loaded into the main Mental Health, Chemical Abuse and Dependency Services Division database. This database is secured according to HIPAA regulations. All users with access to this database are required to complete HIPAA training and sign an oath of confidentiality. In addition, the SCORE-related data is available only to users who have a valid business reason for accessing it.

Data Destruction

Data from bookings provided under this agreement that are more than 10 years old will be automatically deleted unless a request to retain the data is approved in writing by SCORE.

Other uses of Data

The data will be used for no other purpose than that specifically described in the Memorandum of Agreement (MOA) without prior written approval of SCORE. Further, if data are to be used for research, approval from relevant Institutional Review Board(s) will be submitted to SCORE.

Non-disclosure

DCHS will not disclose or report any information in a form that identifies an individual on evaluation reports. However, individually identified data used within the context of the Integrated Database for prioritizing homeless individuals for housing will be shared with individuals involved in client placement decisions. DCHS will not secondarily disseminate any of the data supplied received pursuant to this MOA.

SCORE Monitoring

DCHS understands that SCORE has the right to monitor or audit how DCHS is using SCORE data at any time.

**MEMORANDUM OF AGREEMENT BETWEEN
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
AND
KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION**

INTRODUCTION

The Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division (DCHS/MHCADSD) is responsible for delivering mental health and substance abuse treatment programs directly or through community-based contractors.

Purpose: The purpose of this working agreement between DCHS/MHCADSD and DAJD is to develop a data sharing framework in order for DCHS/MHCADSD to evaluate effectiveness and outcomes of the programs and/or initiatives described below and to coordinate notification to community care providers for juvenile offender-clients who are either in detention or being released therefrom.

Description of Program/Projects: DCHS/MHCADSD is charged with evaluating program outcomes for the Mental Illness and Drug Dependency (MIDD) Ordinance #15949 and other initiatives that require the ability to evaluate both treatment and juvenile justice outcomes for participants. Included in the evaluations is an analysis of changes in detention patterns among service recipients in King County. In order to evaluate the outcomes related to Juvenile Detention utilization, evaluation staff require access to certain King County juvenile justice data, while maintaining all appropriate limits on confidentiality, access, and non-disclosure rules. Specific evaluations that use DAJD data include the following:

- Semi-annual evaluations of MIDD-funded programs that serve youth. These include:
 - 4a Parents in Recovery Services - Services for Parents in Substance Abuse Outpatient Treatment
 - 4b CD Prevention for Children - Prevention Services to Children of Substance Abusers
 - 4c School-Based Services - Collaborative School-Based Mental Health and Substance Abuse Services
 - 4d Suicide Prevention Training - School-Based Suicide Prevention
 - 5a Juvenile Justice Assessments - Expand Assessments for Youth in the Juvenile Justice System
 - 6a Wraparound - Wraparound Services for Emotionally Disturbed Youth
 - 7a Youth Reception Centers - Reception Centers for Youth in Crisis
 - 7b Expand Youth Crisis Services - Expansion of Children's Crisis Outreach Response System (CCORS)
 - 8a Family Treatment Court - Family Treatment Court Expansion
 - 9a Juvenile Drug Court - Juvenile Drug Court Expansion
 - 13b Domestic Violence Prevention - Domestic Violence Prevention
- Quarterly and annual report cards on mental health services that include data on youth receiving crisis services, inpatient mental health treatment, and outpatient mental health treatment through King County.
- Evaluation of the Recovery School(s) in King County that serve youth. Data requested for the time period of January 1, 2013 through December 31, 2016.
- Evaluation of DCHS services provided by King County to youth involved in the justice system to inform human service managers and policymakers.

DAJD will provide to DCHS/MHCADSD a web based query system in which DCHS/MHCADSD will be able to select a date range and download a daily report for the RSN notification to the provider, as well as the ability to create quarterly reports to be used for quarterly/semi-annual and annual evaluations. A

person's record will be in the data for a given date if the person has had either a booking or release on that date. DCHS/MHCADSD will process the data weekly storing the data on an internal database. The data will be deleted, purged, and reloaded from a fresh extract on a weekly basis. This step helps to ensure that any sealed records that may be on the data file will be removed from the DCHS/MHCADSD database on a regular basis.

The juvenile detention data extracts shall include the following data elements:

- Last name
- First name, middle initial
- BA number (detention #)
- JCN Booking date
- Release date
- Date of birth
- Gender
- Race
- SSN

Data Security and Confidentiality: Information and data sharing will be governed by 42 CFR part 2 Federal Confidentiality Regulation, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) and RCW 10.97.050(6) Washington State Criminal Records Privacy Act – Restricted, unrestricted information, RCW 13.50.050 (8) (Definitions--Conditions when filing petition or information--Duties to maintain accurate records and access), as well as DAJD and DCHS/MHCADSD policies and procedures.

Data will be stored in a specific subdirectory of the MHCADSD LAN dedicated to this data. Access to the subdirectory is restricted to DCHS staff directly involved with evaluating programs requiring DAJD data. Access is limited with password protection and folder permissions. Access to specific subdirectories within the LAN is restricted such that only staff authorized to view a given directory can see that directory when they enter the LAN. Staff authorized to view the subdirectory in which DAJD data is stored will sign a DAJD Agreement Regarding Use of Confidential Data.

DCHS/MHCADSD will restrict access to protected information by limiting access to subdirectories based on the minimum access necessary to do a task and the staff members' "need to know" specific information to do their jobs. Only staff members who have a notarized confidentiality statement on file with the court in accordance with Court Order # 13-2-41831-2 SEA will be granted access to this subdirectory. DCHS/MHCADSD will provide a copy of each notarized confidentiality statement to DAJD as it is filed with the court.

Restricted Use of Juvenile Detention Data and Information: Detention data from DAJD will be provided to specified DCHS/MHCADSD staff who are: (1) evaluating projects that report juvenile justice outcomes and services and (2) matching to the mental health database and notifying mental health provider agencies of their clients who have been detained within the prior 24 hours. Project evaluators will report findings and conclusions in a manner that does not permit identification of subjects of the records.

Other uses of data: The data will be used for no other purpose than that specifically described in this agreement without prior written approval of King County DAJD. Further, if data are to be used for research, approval from relevant IRB(s) will be submitted to DAJD.

Confidentiality and non-disclosure: DCHS will not disclose or report any information in a form that identifies an individual on evaluation reports. DCHS will only disclose data received from DAJD pursuant to this agreement.

DAJD monitoring: DCHS/MHCADSD understands that DAJD has the right to monitor or audit how DCHS is using DAJD data at any time.

Administration of the Agreement: The DAJD and DCHS/MHCADSD jointly agree to:

1. Designate staff to be responsible for administering all aspects of this agreement; and
2. Meet at least annually to review and report on the progress of the joint agreement.

Period of Agreement: The agreement is effective for the period January 1, 2014 through December 31, 2017.

Modification or Termination Provision: This agreement may be modified or amended by written agreement of both parties. Either party may initiate requests for modification and amendments to the agreement. This includes requests for additional use of DAJD data for evaluations not described in this agreement. This agreement may be terminated by either party without cause, in whole or in part, provided the terminating party notifies the other party in writing 30-days prior to the specified termination date.

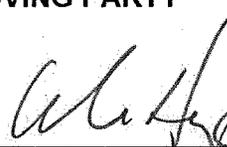
ACCEPTANCE AND SIGNATURE OF EACH APPROVING PARTY



Adrienne Quinn, Director
King County Department of
Community and Human Services

for 4-6-15

Date



William Hayes, Director
King County Department of
Adult and Juvenile Detention

3/26/2015

Date

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Section IV – Network Analysis and Development Plan

King County's behavioral health network is guided by a vision of whole-person, integrated, client centered care that is responsive to the needs, strengths and aspirations of our clients. Through a sophisticated braiding of public and private monies, the County offers traditional mental health and substance use disorder (SUD) treatment as well as innovative programs that serve the particular needs of King County residents. King County's behavioral health network is a robust array of 38 contracted providers serving youth and adults at more than 100 locations scattered throughout the County. Specialty providers targeting pregnant and parenting women (PPW) as well as ethnic, racial and sexual minorities ensure that these services are accessible and relevant to all eligible individuals. Recognizing the need for whole-person care, King County and its provider network are increasingly seeking opportunities to integrate behavioral health and physical healthcare services in a broad array of locations that include primary care clinics as well as behavioral health treatment centers, consumer homes, mobile outreach vehicles and drop-in facilities. Despite the strength of the current network, the County is constantly vigilant to developing treatment needs and the changing demographics of the target population. Regular network sufficiency reviews and ongoing quality assessments help ensure that the County sustains and continually improves upon the excellent work of the provider network.

- 1 Describe how you will comply with the requirement to offer contracts to managed health care systems or primary care practice settings to promote access to the services of chemical dependency professionals and mental health professionals for the purposes of integrating such services into primary care settings for individuals with behavioral health and medical comorbidities. Provide a list of existing contracting arrangements and a description of planned efforts to promote clinical integration (Line 5 RCW 43.20A.896)**

Response: King County is committed to a vision of whole-person care within integrated settings. The prevalence of co-occurring medical problems for those diagnosed with significant behavioral health disorders and the unacceptable short life spans of this population require a system transformation from care fragmentation to care integration. King County's goal is to achieve the highest level of integration as described by SAMHSA's Framework of Integrated Care – full collaboration in a Transformed/Merged Practice. Within this paradigm, separate systems blend into a merged health care system in which no one discipline dominates. Single care plans, unified documentation and multi-disciplinary teams become the norm for treating all individuals. King County and its provider network are making assertive and ongoing efforts toward realizing this vision.

King County currently contracts directly with a number of physical healthcare entities to provide behavioral health services within primary care settings. King County is also exploring integrated projects and developing data sharing procedures with a number of Medicaid managed care organizations. In addition, several of the County's contracted behavioral health providers embed clinical staff in primary care locations. King County asserts, however, that transforming the system toward whole-person care requires more than this singular approach of embedding behavioral health providers in primary care settings. Rather, King County is promoting a multi-directional approach that integrates behavioral

health treatment staff and medical professionals in a broad array of locations that include primary care clinics, behavioral health treatment centers, consumer homes, mobile outreach vehicles and drop-in facilities serving the homeless and those with chronic alcohol addictions.

The following, though by no means exhaustive, represents King County's current and planned integration efforts:

- 1.1 MultiCare** - A recent addition to King County's behavioral health network, MultiCare began providing mental health services in June 2015 at their Kent and Covington sites. Primary care providers are able to make direct referrals of patients for psychiatric consultation or outpatient behavioral health services. Clients are able to meet a behavioral health clinician at the same location they receive medical care. In addition, providers from throughout the MultiCare system may refer patients to behavioral health services at the MultiCare Auburn location. Regardless of the location, MultiCare strongly encourages collaboration between and with the primary care providers and behavioral health staff.
- 1.2 Sea Mar Community Health Centers** - An integrated behavioral specialist triages patients at the medical clinics to ensure that individuals requiring mental health and SUD services are referred to Sea Mar's behavioral health site. County MIDD funds also support 2 FTE behavioral health staff providing direct care services to referred individuals.
- 1.3 HealthPoint Midway Health Center** - One of King County's larger contracted behavioral health agencies, Valley Cities (VC), has a team of clinicians located inside HealthPoint Midway Health Center consisting of one assistant site director; one receptionist/medical records person; one co-occurring disorder (COD) clinician; three care coordinators; two evidence-based practice (EBP) therapists; one peer; 1.2 prescribers; and 0.5 access/intake staff member. Homeless outreach staff and a supported employment staff are also assigned to this clinic. VC and HealthPoint personnel conduct case conferences at integrated staff meetings and VC clinicians accompany clients to dental and medical appointments. VC currently serves approximately 450 King County RSN enrolled clients at this location.
- 1.4 Neighborcare Health, Various Sites** - VC provides consulting psychiatric services at three Neighborcare locations as part of an integrated service team that includes the lead physician, health center manager, and a Neighborcare behavioral health consultant (BHC). The psychiatric services consultant provides onsite support to primary care providers and the BHC, direct evaluation to patients of Neighborcare referred by the team, and training sessions on mental health treatments and psychotropic medications. Further enhancing these integration efforts, Neighborcare's BHCs attend VC's psychiatric team meetings to promote Neighborcare patient access and professional support for the BHC. Integrated team meetings help reduce gaps in care and address any problems that arise in a timely and effective manner.

1.5 Neighborcare Health at Meridian - VC and Neighborcare Health are currently in the process of developing an integrated care site at Neighborcare's Meridian location. VC will provide consultative behavioral health services and a service team very similar to the one currently located at the Midway location. Depending on available funding, VC also hopes to provide supported employment, housing, homeless/outreach, wellness, wraparound, and domestic violence (DV) services in this location.

1.6 Neighborcare Health at High Point - Navos, another large King County contracted behavioral health provider, employs a part time psychiatric ARNP at the Neighborcare Health High Point location. This individual provides direct services (psychiatric evaluations and medication management) as well as consultation and training to on-site primary care providers.

1.7 Seattle Children's Odessa Brown Children's Clinic (OBCC) - Odessa Brown Children's Clinic (OBCC) is a community clinic of Seattle Children's Hospital located in Seattle's Central District. A team of specially trained pediatric care providers treat children from birth through 21 years. OBCC provides medical, dental, mental health and nutrition services to all families, regardless of their ability to pay. King County contracted funding helps support the behavioral health treatment at OBCC. OBCC embeds a psychiatrist into primary care to provide support and consultation for medical providers. Mental health therapists rotate through the weekly medical team meetings to discuss shared clients and provide education on mental health related issues such as motivational interviewing, reflective listening, trauma informed care and anxiety management strategies. The inclusion of mental health and primary care providers under one roof also facilitates ongoing, informal "curbside conversations" that support the formal team gatherings and allow for coordinated, time-sensitive interventions when the needs arise.

1.8 Screening Brief Intervention and Referral to Treatment (SBIRT) - King County partially funds SBIRT through the one-tenth of one cent sales tax initiated in 2007 to fund strategies and programs outlined in King County's Mental Illness and Drug Dependency (MIDD) Plan. SBIRT is a tool to educate people about the unhealthy use of alcohol and other substances as well as to screen and identify people with mild to severe substance use disorders (SUD). Persons identified by SBIRT screening are given a brief intervention (BI) by medical or behavioral health professionals. SBIRT uses motivational interviewing to assist patients with making positive behavioral changes related to their alcohol or drug use. The BI addresses the individual's substance use and assists the individual in establishing a plan to reduce substance use in the future. When indicated, patients are referred to specialty care for their substance use disorder. SBIRT services also connect behavioral and primary health care to effectively meet the needs of individuals.

SBIRT services are currently implemented in three King County emergency departments: Harborview Medical Center, Highline Hospital and St Francis Hospital. SBIRT has also been introduced at multiple locations for several health care organizations. These include: Public Health – Seattle & King County at locations in Burien, downtown Seattle and northern King County; Sea Mar Community Health Centers at South Park, White Center and Seattle; Franciscan Health in Enumclaw and

Federal Way; and Swedish Medical Center in Seattle and West Seattle. Swedish also plans to introduce SBIRT at all 30 of their clinics while University of Washington is working with their electronic health record team to implement SBIRT in their primary care settings.

1.9 Harborview Mental Health and Addictions Services (HMHAS) - HMHAS, a behavioral health outpatient department of Harborview Medical Center, includes 0.5 FTE of medical ARNP, 0.10 podiatrist, 0.20 nutritionist and a nursing team of 3.4 FTE. This team offers integrated care for the mentally ill population in the HMHAS clinics. Nursing staff are available five days per week and are responsible for coordinating with outside primary care providers. HMHAS also has access to the Family Medicine Clinic which is co-located in the same building five days per week.

1.10 Neighborcare Health at the Dutch Shisler Sobering Center (DSSC) - Pioneer Human Services (PHS), a King County contracted behavioral health provider, operates the DSSC, which provides a safe and secure place for individuals to sleep off the acute effects of intoxication. DSSC also serves as a recovery access point where people receive case management services, outpatient chemical dependency treatment, and assistance to move towards greater self-determination. A recent collaborative effort by King County MHCADSD and Public Health - Seattle & King County (PHSKC) resulted in a federal grant that will support a primary care facility at the DSSC beginning November 2015. Neighborcare Health will provide the primary care services in coordination with behavioral health services from PHS, Evergreen Treatment Services' outreach team (REACH) and Community Psychiatric Clinic that also provides transitional housing on the second level of DSSC.

1.11 DESC - DESC, a King County contracted behavioral health agency, is the largest multi-service agency serving homeless adults in the Puget Sound region. DESC was a 2010 recipient of SAMHSA's Primary and Behavioral Health Care Integration (PBHCI) Program grants. This grant funded a four year collaboration beginning in February 2011 between DESC and Harborview Medical Center in which an ARNP and nurse care coordinator operated out of DESC's Seattle downtown location. As a result of the program's success, Harborview continues to support .5 FTE ARNP and a .5 medical assistant. More than 400 individuals – approximately a third of them homeless – have been assessed and treated for co-morbid disorders thru this collaborative effort.

DESC also embeds a full time primary care ARNP at their 1811 Eastlake facility that provides supportive housing to 75 formerly homeless men and women with chronic alcohol addiction. It is the first program of its kind in Washington to address the needs of homeless chronic alcoholics who are the heaviest users of publicly-funded crisis services.

1.12 Asian Counseling and Referral Service (ACRS) - ACRS is a King County contracted behavioral health provider offering a broad array of human services and behavioral health programs targeting the Asian and Pacific Islander (API) population. A 2010 PBHCI grant funded a collaborative partnership with International Community Health Service (ICHS), a federally qualified health center, to implement the Wellness for Asian Pacific Americans (WAPA) Project. Subsequent funding continued to support WAPA following termination of the four year SAMHSA grant.

The WAPA project is an integrated, holistic, culturally competent primary and behavioral health integrated system of care based in a community mental health setting. The goals of the project are to increase access to primary health care services by providing primary care service at ACRS' outpatient mental health setting and to promote healthy living through an array of culturally competent wellness education and support services. WAPA's key elements are centered on bringing primary care into the community mental health setting, designing and developing a person-centered care management team and building community through wellness and health promotion activities.

From 2010 to the present, 580 clients have been receiving primary care service and/or participating in one of 20 different wellness/health/lifestyle change activities including tai chi, yoga, Asian Zumba, ethnic wellness groups (Mien, Lao, Samoan, Cambodian, Vietnamese), elders groups, gardening groups, walking, healthy cooking, ping pong, traditional dance, karaoke group, acupuncture and other eastern approaches. In addition, all wellness groups focus on diabetes, which is highly prevalent to the API population, and dental care has been provided in partnership with Medical Team International.

1.13 Navos - A 2011 PBHCI grant recipient and a King County contracted behavioral health provider, partnered with Public Health—Seattle & King County (PHSKC) to provide physical health treatment at the Navos Burien location. The PHSKC primary care team includes a family practice physician and nurse practitioner, a nurse care manager, medical assistants, receptionists, and a referral coordinator for those referred for specialty care. An on-site lab and pharmacy are available for clients needing those services. Days and hours of operation are M-F 9-5 with a .8 FTE physician and a .8 FTE ARNP. This integrated project has served 975 unduplicated clients since the doors opened in April 2012.

Wellness activities are also available at Navos and include meditation, yoga and smoking cessation groups with plans to offer exercise and nutrition classes. In January 2014, Navos initiated weekly wellness classes with planned topics and activities related to the 7 dimensions of wellness - physical wellness, spiritual wellness, emotional/psychological wellness, intellectual wellness, occupational wellness and social wellness.

1.14 Valley Cities (VC) - The integration of services between HealthPoint and VC extends beyond the aforementioned efforts at the HealthPoint locations. HealthPoint also stations a physician's assistant and a medical assistant at VC Kent and Auburn locations. They are onsite a full two days per week at each location. VC is currently negotiating with HealthPoint for increasing these hours at both locations. Valley Cities has access to HealthPoint's scheduling system, and schedules clients/patients, and checks in clients/patients. Valley Cities provides the clinical space rent free to HealthPoint. The space was renovated to HealthPoint's specifications using a grant that Valley Cities obtained.

- 2 Describe your system of care for substance use disorder treatment. Include specifically how it will include a full continuum of care, in accordance with ASAM levels of care as described in the PIHP Draft Contract, that includes withdrawal management, residential treatment and outpatient treatment for youth, pregnant and parenting women, and adults. (2) Describe how you will fund the services and incorporate and coordinate with public and private resources. (3) Describe how you will address emerging substance use disorder challenges, such as new trends in opiate, methamphetamine or marijuana use and treatment (Line 19 RCW 70.96A.080)**

Response:

2.1 Continuum of Care:

King County BHO will offer the full continuum of care for substance abuse disorder treatments to youth and adults. The King County system of care will consist of the following:

- 2.1.1 SUD Outpatient Services (ASAM Level 1, Outpatient Services (OS) & ASAM Level 2.1, Intensive Outpatient Services (IOS))-** The King County SUD provider network currently includes nearly three dozen agencies with a total of 65 geographically dispersed locations offering outpatient, intensive outpatient and opiate substitution treatment services to youth and adults. (See Map – Behavioral Health Provider Locations and Table of King County SUD Outpatient Agencies Attachments IV-A and IV-B). These contracted agencies include specialty providers serving the following populations: pregnant and parenting women (PPW), Asian/Pacific Islanders, African Americans, Latinos, Native Americans and sexual minorities. King County anticipates the current network will remain intact for the BHO implementation in April 2016 and beyond.

- 2.1.2 SUD Residential - (ASAM Level 3.1, Clinically Managed Low Intensity Residential Services; ASAM Level 3.3, Clinically Managed Population Specific, High Intensity, Residential Services; ASAM Level 3.5, Clinically Managed, Medium Intensity Residential Services) - The King County BHO will contract with the SUD residential providers located within its regional boundaries. King County staff are currently meeting with those agencies to discuss service levels, contract requirements, payment structures and authorization processes. The County anticipates finalized contracts with each of the regional residential facilities in early 2016. The County's residential network includes facilities that are responsive to the specialized needs of Native Americans, PPW and Spanish-speaking populations.

Below is the anticipated regional network for King County.

| KCRSN Behavioral Health Agencies | Services | Office Location(s) |
|--|---|---|
| Co-Occurring Residential Program, Pioneer Human Services www.pioneerhumanservices.org/treatment/cd/corp | <ul style="list-style-type: none"> ▪ Level 3.3, Long Term Treatment - Adult | <ul style="list-style-type: none"> ▪ Seattle |
| Evergreen Recovery Centers www.evergreenmanor.org | <ul style="list-style-type: none"> ▪ Level 3.3, Long Term Treatment – Adult/PPW | <ul style="list-style-type: none"> ▪ Seattle |
| Lakeside Milam Recovery Centers www.lakesidemilam.com | <ul style="list-style-type: none"> ▪ Level 3.5, Intensive Inpatient - Youth | <ul style="list-style-type: none"> ▪ Burien |
| Ryther ¹ www.ryther.org | <ul style="list-style-type: none"> ▪ Level 3.5, Intensive Inpatient - Youth | <ul style="list-style-type: none"> Seattle |
| Seadrunar www.seadrunar.org | <ul style="list-style-type: none"> ▪ Level 3.3, Long Term Treatment – Adult/PPW ▪ Level 3.1, Recovery House – Adult | <ul style="list-style-type: none"> ▪ Seattle |

¹ King County is in conversation with Ryther to add youth residential treatment beds to the King County BHO network. Ryther has signed a Memorandum of Intent to continue negotiations with the County but are unable to commit to a contract until final rates are established.

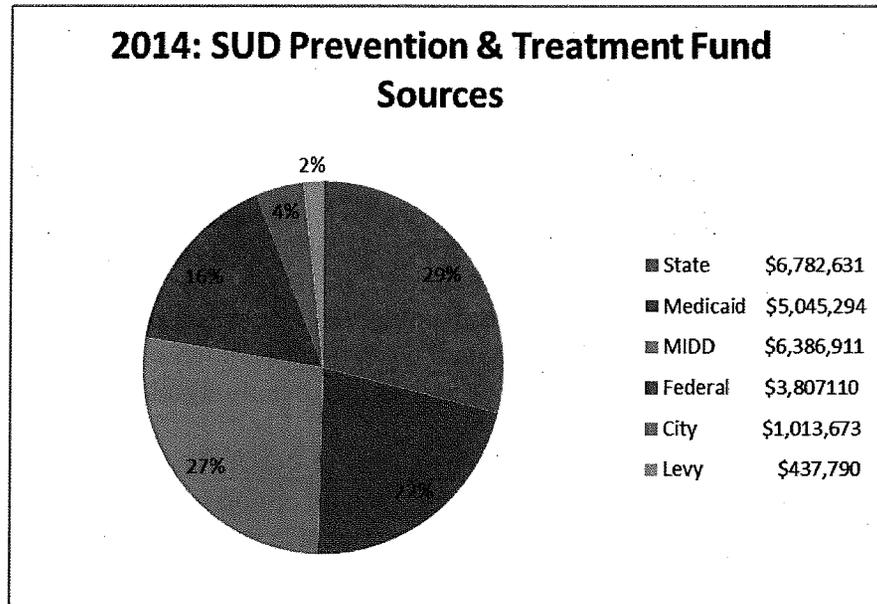
| | | |
|---|--|---|
| Sea Mar Community Health Centers www.seamarchc.org | <ul style="list-style-type: none"> ▪ Level 3.5, Intensive Inpatient – Adult ▪ Level 3.5, Intensive Inpatient - Youth | <ul style="list-style-type: none"> ▪ Seattle- Multiple Locations |
| Thunderbird, Seattle Indian Health Board http://www.sihb.org/ttc/ | <ul style="list-style-type: none"> ▪ Level 3.5, Intensive Inpatient – Adult ▪ Level 3.3, Long Term Treatment – Adult | <ul style="list-style-type: none"> ▪ Seattle |

Previous years' data clearly shows, however, that the SUD residential treatment needs of King County residents will exceed the bed capacities of the King County region. The King County BHO will, therefore, enter into agreements with other BHO's to allow King County residents statewide access to residential treatment beds. King County is working with other BHOs to develop Memorandums of Agreement (MOAs) to establish access, data and billing procedures for residential facilities outside of the King County region. Should King County be unable to successfully negotiate an MOA with another BHO to access residential facilities in that region, King County will pursue and secure contracts directly with the residential facilities to ensure capacity to meet the needs of the King County region. In addition, the long term plan is to explore expanding local options for residential treatment in King County.

- 2.1.3 **SUD Withdrawal Management – (ASAM Level 3.2, Clinically managed Withdrawal Management (Detoxification) Services)** - King County is currently negotiating a contract with Seadrumar for 16 beds of Withdrawal Management services. Recognizing that this limited bed capacity does not sufficiently meet the County's needs, the County is actively engaging other community partners to establish two other 16-bed withdrawal management facilities in 2016.

2.2 Service funding and coordination with public and private resources:

SUD treatment services are funded through a combination of Medicaid funding and state, federal, and city and county generated revenues. While Medicaid funds core treatment services for Medicaid eligible individuals, other funding sources will allow the King County BHO to treat non-Medicaid individuals and provide ancillary services that are critical to a comprehensive SUD continuum of care. King County has decades of experience braiding disparate funding streams into a thoughtfully constructed, coordinated SUD service system that addresses the needs of County residents. The attached chart provides a 2014 financial breakdown of the various funding sources.



2.2.1 State Funds: State support is one of the County's primary SUD funding sources accounting for nearly 30% of the 2014 SUD revenues. The import of these funds will only increase as the King County BHO assumes responsibility for SUD residential services in 2016 and state funds are used to support this vital treatment modality. Without state funds, the King County BHO would be unable to provide withdrawal management (detoxification) treatment services and the region's opiate treatment programs (OTP) would be significantly diminished. These funds also support treatment for non-Medicaid, low income individuals as well as innovative prevention, outreach and crisis response services such as:

- The Dutch Shisler Service Center (DSSC) and Sobering Services – DSSC serves as a safe and secure place for persons to sleep off the acute effects of intoxication. It also serves as a recovery access point where people receive case management services, outpatient chemical dependency treatment, and assistance to move toward greater self-determination.
- Crisis Diversion Interim Services (CDIS) - CDIS is a 30-bed facility that provides up to two weeks of stabilization and linkage to community services.
- The Mobile Crisis Team (MCT) - MCT responds to police and other first responders in the field and assists with referrals and linkage to the County's 16-bed Crisis Diversion Facility and other community-based services for individuals in a behavioral health crisis.

- The Emergency Service Patrol (ESP) - ESP is a 24/7 transportation and engagement unit directly operated by King County. The ESP screeners patrol the downtown Seattle core and respond to calls from police, emergency first responders and community agencies to assist individuals who are intoxicated in public places and in need of help. ESP is then able to transport individuals to the DSSC, home and/or to appropriate community service providers.
- 2.2.2 Medicaid: Medicaid currently supports the core outpatient SUD services of assessments, individual and group treatment, case management as well as the opiate treatment program for Medicaid-eligible individuals.
- 2.2.3 Mental Illness and Drug Dependency (MIDD): The Mental Illness and Drug Dependency (MIDD) sales tax, an option for counties to raise the local sales tax by 0.1 percent to augment state funding for mental health and chemical dependency services and therapeutic courts, was approved by the King County Council in November 2007. The goal of the MIDD plan is to support historically underfunded services and develop innovative treatment approaches that “prevent and reduce chronic homelessness and unnecessary involvement in the criminal justice and emergency medical systems and promote recovery for persons with disabling mental illness and chemical dependency” through a full continuum of care. A sample of MIDD funded SUD services include: SUD treatment for non-Medicaid, low income individuals, early screening and treatment interventions, education and training of chemical dependency professionals (CDPs), school based drug and alcohol interventions, juvenile drug court, adult crisis diversion, SUD mobile response team and respite beds. The full list and associated funding levels is in Attachment IV-C. MIDD sales tax currently generates over \$50 million per year.

Current MIDD funding is scheduled to expire in December 2016. MIDD assessment and community engagement work is underway by County staff, with the guidance of the MIDD Oversight Committee. King County is currently working on the comprehensive review of the first eight years of MIDD strategies and their implementation along with preparing for potential renewal of MIDD (referred to as MIDD II) in 2016.

- 2.2.4 Federal Funding: Though federal funds comprise a relatively small part of the County’s SUD funding mix (16% in 2014), their impact is considerable. Federal funds provide necessary support for important and innovative SUD services that might otherwise be absent from the continuum of care. Examples include the following:
- Opiate Treatment Program (OTP)

- The Recovery Café - a therapeutic community model that provides integrated support and addresses addiction and other mental health challenges (co-occurring disorders). The Recovery Café begins providing support where traditional treatment programs end.
- Screening Brief Intervention and Referral to Treatment (SBIRT) - a tool to educate people about the unhealthy uses of alcohol and other substances and to screen and identify people with SUD. Persons identified by SBIRT screening are given a brief intervention (BI) by medical or behavioral health professionals. SBIRT services are currently being used in three County emergency departments as well as multiple primary health care organizations.
- The Emergency Service Patrol (ESP) - a 24/7 transportation and engagement unit directly operated by King County. The ESP screeners patrol the downtown Seattle core and respond to calls from police, emergency first responders and community agencies to assist individuals who are intoxicated in public places and in need of help. ESP is then able to transport them to the Dutch Shisler Service Center (DSSC), home and/or appropriate community service providers.

2.2.5 City and Levy Funds: As with the previously discussed revenues, city and levy funds help bridge the gaps in the continuum of care for services. They support the ESP mobile van as well as DSSC case management services, evidence-based Multisystemic Therapy, Youth Engagement services at ACRS and THS and emergency next day appointment services.

2.3 Emerging SUD challenges: Describe how you will address emerging substance use disorder challenges, such as new trends in opiate, methamphetamine or marijuana use and treatment.

King County employs a number of strategies to monitor emerging SUD challenges. The County takes part in a bi-annual epidemiology work group through the University of Washington Addiction and Drug Abuse Initiative (ADAI). This multidisciplinary work group monitors ongoing drug trends in King County and across the state. King County's internal quality assurance group also produces quarterly reports on data analysis trends to ensure programs are meeting performance benchmarks and to identify technical assistance needs. These efforts are further supported by King County's utilization management processes, which help identify developing treatment needs.

- 2.3.1 Such activities facilitate King County's ability to proactively respond to new trends. For example, due to the sharp increase in opiate use, the County is supporting efforts by ETS and THS to increase service capacity in new locations across the region. Evergreen Treatment Services is opening a new opiate treatment clinic in Renton that will serve approximately 350 or more new clients beginning in 2016. Additionally, King County recently executed a contract with Acadia Healthcare to provide opiate treatment to an additional 100 or more individuals. The clinic is currently located in Renton but will move to Kent in 2016. Both agencies are also working to expand their office based Suboxone MAT capabilities.
- 2.3.2 King County is also involved in efforts to safely distribute Naloxone (Narcan) and thereby reduce the risk of death by heroin overdose. King County is working with its SUD provider network to make Naloxone available to opiate users and their families. This is a Medicaid covered prescription and King County is working on developing a partnership with Kelley-Ross pharmacy, which has a collaborative prescribing order that allows the pharmacy to make the medication available to SUD agencies. King County is also exploring the use of local funding sources to assist with distribution of Naloxone to providers.
- 2.3.3 Recognizing the potential increase of marijuana abuse and dependency by both adults and youth as a result of its legalization, King County participates on an internal King County inter-branch team that advocates for the allocation of tax revenues derived from Initiative 502 to the funding of evidence based prevention and treatment intervention strategies. The County also sponsors a quarterly Cannabis Intervention Training for its contracted SUD provider network. The goals of these trainings are to educate network providers about the new law and to provide information on evidence-based practices that address marijuana use by youth.

3 Describe your use of Medication Assisted Treatment therapies (Line 50 RCW 70.96A.410)

Response: Medication Assisted Treatment (MAT)

King County contracts with three agencies to provide Medication Assisted Treatment (MAT). Specifically, they provide opiate treatment programs (OTP). These contractors are Evergreen Treatment Services (ETS), Therapeutic Health Service (THS) and WCHS, Inc. Each agency providing OTP maintains all required licenses and accreditations. THS, ETS and WCHS, Inc. provide methadone maintenance treatment while THS and ETS also provide Buprenorphine treatment. King County contracted agencies provided OTP to 4,472 adults in 2014.

OTP providers prescribe and dispense methadone or other approved substitute drugs by a team of personnel trained in treatment of opioid use disorder. The team consists of MD's with experience in addictions, nurses and ARNP's, certified chemical dependency professionals, and

licenses mental health therapists. Prior to receiving treatment, each client must complete a physical exam determining the client is in withdrawal from opioids and in need of OTP. Once the medical need is established, the agency conducts a clinical evaluation and – in collaboration with the client – develops an individual service plan.

Services are individualized to assist the client in reaching mutually agreed upon goals and objectives toward stability and/or recovery. Services include individual face to face treatment sessions, case management, group treatment sessions and monitored drug testing as determined necessary using ASAM criteria. Support services are also available to the client ranging from acupuncture, housing, vocational, dental, nutritional, childcare and assistance in determining eligibility to the appropriate medical benefits for each client. All OTP agencies also offer early intervention services for HIV disease and other blood borne pathogens. These services include: appropriate pretest counseling, referral for testing and treatment and referral for appropriate post-test counseling.

The client using OTP will generally maintain treatment involvement for many years and King County BHO practices will support this as appropriate for the individual. The longer a client is stable on OTP the better the outcome is for the client.

4 Describe how you will document compliance with these requirements by any organization directly providing services to clients (Line 25 RCW 70.96A.110)

Response: It is King County policy that individuals with substance abuse disorders may apply for voluntary treatment at the more than 60 SUD outpatient treatment locations as well as regional residential facilities and detoxification units dispersed throughout the County. Youth, 13 years and older, may enter outpatient treatment without parental consent though the involvement of parents or other natural supports are encouraged. Parental consent is required to admit those less than 18 years of age into inpatient treatment except for young people with At-Risk Youth (ARY) or Child in Need of Services (CHINS) petitions. All King County SUD providers are required to prioritize treatment admissions according to federal, state and county requirements. The priority categories are:

- Women who are pregnant and injecting drugs
- Women who are pregnant and who have SUDs
- Individuals who are injecting drugs
- Parenting women
- Postpartum women
- Parenting individuals involved with Child Protective Services
- Individuals transitioning from residential care to outpatient care
- Youth
- Offenders
- Other Medicaid individuals
- Individuals referred by Screening, Brief Intervention, Referral (SBIRT) Programs

4.1 Individuals eligible for services in the King County BHO will include:

- Individuals with a SUD diagnosis

- Individuals that meet indigent and low-income eligibility standards
- Medicaid eligible individuals

A person not covered by Medicaid who is a resident of King County may be eligible for outpatient treatment if:

- The person meets financial eligibility criteria:
 - Eligible children are those persons younger than 18 who have a family income of less than 300 percent of the federal poverty level;
 - Eligible adults are those persons age 18 or older who have a family income of less than 200 percent of federal poverty level; and
 - A person with health insurance that appears to cover the persons care needs may be denied a non-Medicaid benefit even when resources are available.
- The person meets clinical eligibility criteria and priorities.

4.2 Currently, King County contracted SUD agencies are required to honor individual choice in the selection of a treatment agency. Clients can request service at any contracted agency. Furthermore, it is King County policy that a client can change provider agencies within the first 90 days of a new benefit and one time in subsequent benefits. Clients also have the right to select and/or change providers within an agency.

The administrator in charge of a treatment program may determine who shall be admitted for treatment. However, King County recognizes its obligation to provide routine services to Medicaid eligible clients that meet medical necessity criteria. If a provider agency decides not to offer such services to an eligible Medicaid client, King County requires the agency to submit to the County a written justification for this disposition. If King County determines that the submitted justification is not sufficient to deny services and the client is requesting care from that agency, the provider is expected to commence treatment. Should the client agree to treatment at another agency, the referring organization is responsible for assisting the individual's transition. Such efforts may include, but are not limited to, helping the client identify and select another agency; assessing transportation options with him/her and ensuring all relevant information is forwarded to the new agency, per the individual's approval.

4.3 King County views continuity of care following inpatient treatment as critical to maintaining an individual's sobriety and successfully integrating him/her into the community. County-contracted SUD residential and inpatient providers shall be expected to arrange and help coordinate outpatient treatment upon discharge. The discharge plan shall be communicated to King County for review and approval. Residential and inpatient providers will also help ensure transportation is arranged for the individual upon discharge. King County assists with this task by making available a limited amount of funds for transportation. Minors are only released into the custody of their parents or legal guardians.

If a resident leaves a treatment program with or against the advice of the administrator in charge of the program, the provider agency is expected to make reasonable efforts to arrange transportation for the individual to another treatment program or home. King County assists with this task by making available a limited amount of funds for transportation. It is expected that the date and reasons for any unplanned discharges of King County residents from residential/inpatient facilities will be communicated to the County within 72 hours of discharge. This information will help the County support continuity of care, track provider trends, ensure quality care and identify areas that may require technical assistance.

4.4 King County ensures compliance with the RCW requirements via our aforementioned involvement in outpatient authorizations and residential/inpatient discharges. In addition, all King County BHO contracts with SUD providers will reflect County policies and procedures consistent with RCW 70.96A.110. The BHO will require that agency documentation demonstrate adherence to these requirements and will test compliance through annual reviews. Failure to comply will result in required corrective action plans and potential withholding of provider payments.

4.5 SUD providers will also be required to comply with all relevant regulations regarding the distribution of client rights information and posting of such rights in their facilities. An individual who believes that an agency has violated his or her right to treatment access may contact King County client services and/or the Ombuds service. Client services staff are King County employees while the Ombuds functions independently of the County. Both client services staff and the Ombuds attempt to informally resolve problems experienced by clients in King County at the lowest level possible and, when necessary, work together to do so. If the issue is not resolved at the initial call, the client will be offered an opportunity to file a grievance. Both entities also respond to individual requests for treatment referrals and help individuals access care.

5 Describe how you will assure compliance with the requirements (Line 26 RCW 70.96A.120)

Response: King County has established a number of outreach, crisis response, crisis stabilization and SUD treatment programs intended to:

- Ensure the safety of intoxicated individuals
- Provide needed support services and SUD treatment
- Minimize costly interventions, such as jail, emergency rooms and hospitals
- Provide a therapeutic, community-based alternative to jail and hospital settings for individuals in behavioral health crises; and
- Divert individuals with SUDs from initial or further criminal justice involvement.

King County ensures that providers meet the contract expectations associated with these programs through biennial, onsite compliance reviews. These retrospective reviews assess a program's compliance in such areas as: the type and frequency of services; discharge dispositions; staffing composition and consistency; client eligibility and numbers; and

program performance as measured against system benchmarks. The review process includes clinical chart reviews, encounter validation assessments, staff interviews and examinations of program policies and procedures.

Individuals with substance use disorders may apply for voluntary treatment at any of the more than 60 SUD outpatient locations. A parent, a legal guardian, or other legal representative may make the application for treatment if a person is a minor or deemed “incompetent”. King County has established a number of innovative programs to divert publicly intoxicated individuals or those experiencing a behavioral health crisis from the criminal justice system. These innovative programs maintain the individual’s safety while providing transportation and engagement in treatment. These services include:

5.1 The Emergency Service Patrol (ESP) - ESP is a 24/7 transportation and engagement unit directly operated by King County. The ESP screeners patrol the downtown Seattle core and respond to calls from police, emergency first responders and community agencies to assist individuals who are intoxicated in public places and in need of help. ESP is then able to transport them to the Dutch Shisler Service Center (DSSC), home and/or appropriate community service providers. Two ESP vans operate from 6:00pm to 2:00am with a single van during the remaining hours. During 2014, ESP engaged 29,453 people, transporting 21,982 to community settings. The team fielded 12,107 calls from 911 dispatch and relieved first-responders 2,034 times. ESP also transported 776 people from emergency rooms to the Crisis Solutions Center.

5.2 The Dutch Shisler Service Center (DSSC) and Sobering Services - The Dutch Shisler Service Center (DSSC) is a safe and secure place for persons to sleep off the acute effects of intoxication. It also serves as a recovery access point where people receive case management services, outpatient chemical dependency treatment, and assistance to move towards greater self-determination. Pioneer Human Services (PHS) has provided sobering and outpatient treatment services from this location since January 1, 2009.

DSSC serves up to 60 adults at a time. No person is turned away. During the admission process, PHS staff apply physician-approved protocols for intake screening, physical assessment and general health screening interviews. They also regularly observe and monitor the vital signs of clients. Individuals entering DSSC take a breathalyzer test to check alcohol level and staff complete a brief interview with the person to determine the appropriate level of care and items for follow up on discharge. Individuals typically spend four to ten hours in the center.

DSSC staff coordinates care with King County contracted service providers to provide case management, SUD and MH treatment, and peer support. Available social services include, but are not limited to, assistance with housing, income support, primary health care needs, clothing and personal hygiene needs (including clean clothes through a clothing bank and/or use of on-site laundry facilities). Discharge planning by DSSC staff assesses the need for ongoing services and encourages participation in treatment. DSSC regards each sobering service

involvement as a new opportunity to engage a person in treatment and other services.

5.3 The Crisis Solutions Center (CSC) - CSC consists of three interrelated programs. The Mobile Crisis Team (MCT) responds to police and other first responders in the field and assists with referrals and linkage to the Crisis Diversion Facility (CDF) and other community-based services for individuals in a behavioral health crisis. CDF is a 16-bed facility where first responders can bring people in crisis on a voluntary basis for short-term assessment and stabilization. The 30-bed Crisis Diversion Interim Services (CDIS) provides up to two weeks of additional stabilization and linkage to community services after completing a short stay at the CDF. In addition to the program-specific staffing of CDF and CDIS, these programs share a medical team comprised of registered nurses, advanced registered nurse practitioners, and a medical director/psychiatrist.

- 5.3.1 The MCT was established as a resource for first responders in King County with the intention of providing therapeutic alternatives to hospital and jail settings. The MCT determines an individual's behavioral health condition and what intervention is appropriate. Every effort is made to arrange for treatment in the community, such as short-term crisis stabilization through the CSC, access to hospital diversion beds or voluntary hospitalization. If none of these options are appropriate, and the individual may be a danger to self or others or gravely disabled due to a behavioral health disorder, the person is referred for civil commitment evaluation by Crisis and Commitment services. The MCT teams consist of two full-time clinicians. The teams are on duty 24/7 assisting first responder calls for adults experiencing a behavioral health crisis. The MCT has the ability to intervene with individuals in crisis in their own communities, identify immediate resources on the scene, and relieve the need for any further intervention.
- 5.3.2 The CDF provides crisis and stabilization services, case management, needs assessments, and linkage with community-based services. The facility accepts individuals 24 hours a day, seven days a week. CDF shelters individuals for up to 72 hours. CDF residents are linked directly to services in order to remove barriers to seeking treatment. CDF staff help stabilize the immediate crises in the moment and address the situations that cause or exacerbate crises. Staffing includes peer support, case managers, mental health professionals, Chemical Dependency Professionals, as well as program supervisors and managers. Individuals referred by law enforcement who are engaging in low level misdemeanors and felony drug offenses may be encouraged to participate in CDF services as an alternative to jail.

5.3.3 The CDIS serves individuals who are homeless, assessed as vulnerable to future crisis because of housing instability, or requiring further services to help support stabilization. Individuals can stay for up to two weeks. Services at the CDIS include case management services to identify all housing and support options available. Services at the CDF and CDIS help connect individuals directly with services and supports in the community to help remove barriers to treatment and reduce involvement with first responders and to reduce barriers to seeking out care.

5.4 Other Services - The King County BHO will require that a person who voluntarily enters SUD treatment will be examined by a qualified individual. Individuals requiring emergency medical treatment will be referred to the appropriate treatment facility and transportation will be arranged. Initial assessments of the King County BHO SUD outpatient agencies will meet WAC 388-877-0610 and include the following:

- Identifying information;
- Presenting issues (including needs around housing, food and other basic necessities);
- Medical provider's name(s);
- Medical concerns;
- Medications currently taken;
- Brief mental health history;
- Brief substance use history, including tobacco;
- Brief problem and pathological gambling history;
- Treatment recommendations or recommendations for additional program specific assessment; and
- All assessment services shall include documentation of type of substances used, including tobacco, and history of self-harm.

- 5.4.1 It is King County policy that clients have choice of where they receive services from the network of contracted providers in the King County BHO, and to also have choice of a behavioral health care practitioner. Clients can request an intake assessment at any one of the 38 contracted behavioral health providers in the King County region at any time. If they need assistance, the King County client services section will provide assistance in locating a provider that meets the needs of the client making a request. Once a client is in treatment, he or she may change his/her outpatient provider agency on request within the first 90 days of a first benefit and once during each subsequent 12-month period or more frequently at the client's request and approval by the King County BHO. The original provider is required to continue to provide services until the transfer is complete and shall coordinate with the new provider. King County detoxification facilities conduct a screening with each patient for SUD treatment placement and make referrals for treatment within 48 hours of admission. Detoxification facilities honor client choice by offering at least three provider options and forwarding necessary documents to the selected agency.
- 5.4.2 Transportation assistance is provided by SUD providers when necessary. The aforementioned Emergency Services Patrol, Dutch Shisler Service Center (DSSC) and Crisis Solution Center transport homeless individuals or those in crisis to shelters as well as provide the necessary crisis response, treatment services and help accessing other community resources. Individuals outside these programs' service areas are provided transportation assistance through such options as: taxi vouchers, Hopelink and the King County Access service.

5.5 Withdrawal Management Detoxification Services - The sudden, unexpected, closing of Recovery Centers of King County (RCKC) earlier this year, eliminated King County's bed capacity for withdrawal management detoxification services. The County responded by temporarily contracting for 20 beds with two community hospitals that are licensed by the state to provide detoxification services. This arrangement is not sustainable, however, and King County recently reached an agreement with a local SUD provider for development of 16 new detoxification beds. The County plans to add two other 16-bed facilities by the end of 2016.

5.6 Incapacitated or Gravely Disabled - If an individual presents a likelihood of serious harm or is gravely disabled as a result of a SUD, the King County BHO's designated chemical dependency specialist (DCDS), after investigation and evaluation of the specific facts alleged and of the reliability and credibility of the information, may file a petition for commitment of such person with the superior court, district court, or in another court permitted by court rule (RCW70.96A.140). All facets of the CD-ITA process are facilitated by the DCDS including the investigation, the preparation and filing of the court case, providing medical, psychiatric and legal documents as needed to assist in placement, coordinating detox admission, transportation to treatment and client discharge planning.

If placement in a SUD program is available and deemed appropriate, the person committed under this section shall remain in the program for treatment for a period up to sixty days. At the end of the sixty-day period, he or she shall be discharged automatically unless the program, before expiration of the period, files a petition for his or her recommitment (RCW70.96A.140).

Every King County client that is placed at Pioneer Center North (PCN) or Pioneer Center East (PCE) or the state contracted CD-ITA treatment centers must meet both ITA criteria (RCW 70.96A.140) and the high utilizer criteria established by King County.

- 5.6.1 The following are admission guidelines for placement at PCN and PCE: Medically and psychiatrically stable individuals who do not present an imminent danger to other clients and program staff, and meet at least one of the following criteria:

The person has a SUD, **and**

- The person presents a likelihood of serious harm to self
- The person is gravely disabled by alcohol or drug addiction
- The person has threatened, attempted, or inflicted physical harm on another and is likely to inflict physical harm on another unless committed.

If there are any questions regarding the client's medical or mental health status, a recent medical or psychiatric evaluation is required. All decisions regarding medical and psychiatric stability are made by Pioneer Center North and East medical staff.

- 5.6.2 Beginning at the time of admission, discharge planning occurs throughout the course of treatment. Each referring agency is required to assist PCN/PCE staff with the development of an aftercare plan that maximizes their client's relapse prevention and recovery program. Plans may be reviewed, and appropriately modified. King County will include requirements in all Memorandums of Understanding (MOUs) or agency-specific contracts that all discharges from CD-ITA facilities must comply with RCW 70.96A.140 (8)(a & b). Discharge plans shall be communicated to King County for review and approval.

6 Describe your program for involuntary commitment, including all agreements and arrangements in-place or planned with all entities with a required role in the involuntary commitment process (Line 27 RCW 70.96A.140)

Response: King County Chemical Dependency Involuntary Treatment (CDIT) services ensure frequent system users are investigated and evaluated for inpatient residential treatment. Approximately 100 adults from King County are placed in treatment at Pioneer Center North (PCN), one of the designated facilities for Chemical Dependency Involuntary Treatment, annually (King County does not send clients to Pioneer Center East for CDIT).

The majority of the referrals for involuntary treatment involve individuals who are high utilizers of sobering services, emergency room services, and jail services, including the King County Jail and the Regional Justice Center. King County has one Designated Chemical Dependency Specialist (CDCDS) on staff who is responsible for responding to all requests for chemical dependency involuntary treatment. The CDCDS is part of the county's Crisis and Commitment Services section and therefore works closely with the Designated Mental Health Professionals (DMHP). All facets of the CD-ITA process are facilitated by the CDCDS including the investigation, the preparation and filing of the court case, providing medical, psychiatric and legal documents as needed to assist in placement, coordinating detox admission, transportation to treatment and client discharge planning.

King County's process is as follows:

- 6.1** Referrals for investigation and evaluation come from a variety of sources including family members, friends, attorneys, Department of Corrections, jails, emergency shelters, chemical dependency or mental health professionals, detoxification facilities and others.
- 6.2** Investigations and evaluations are conducted by County Designated Chemical Dependency Specialists (CDCDS). Following an investigation, the CDCDS begins the application process and interacts with the courts and treatment facilities until the commitment is completed.
- 6.3** Individuals may be diverted out of the CD-ITA process for mental health treatment, withdrawal management services, sobering services, substance use disorder treatment, or hospitalization if there are medical issues.
- 6.4** If the CDCDS determines that the facts warrant action, the CDCDS alleges in a court petition that the individual in question meets the qualifications for involuntary treatment. The petition must be supported by a certificate from a physician who has examined the individual.
- 6.5** The individual may contest the petition, in which case the court will hold a hearing, or may stipulate that the petition is true and agree to involuntary detention in an appropriate program.
- 6.6** The court makes its finding and commits the individual to involuntary treatment, for up to 60 days, with the possibility of a 90-day extension.
- 6.7** The CDCDS arranges for the individual to be transported to a treatment facility.
- 6.8** Beginning at the time of admission, the CDCDS facilitates discharge planning throughout the course of treatment in partnership with the facility. The CDCDS works with PCN to make sure the individual has an appropriate referral to the community upon release. Each referring agency is required to assist PCN staff with the development of an aftercare plan that maximizes an individual's relapse prevention and recovery program. Plans may be reviewed, and appropriately modified by the team assigned to the client.

King County is working on an Inter-BHO Memorandum of Agreement (MOA) with North Sound to ensure client access to PCN. North Sound BHO has agreed to hold contracts with all SUD residential treatment facilities in the North Sound region, including PCN. King County BHO will purchase beds at PCN from the North Sound BHO. The Inter-BHO MOA will detail the protocols for client admissions, billing and payment, data collection and discharge planning responsibilities. The MOA will be in place by February 1, 2016. If a MOA cannot be negotiated, King County will pursue a contract directly with PCN.

7 Describe how you will ensure substance use disorder treatment services are provided to persons enrolled in substance use disorder treatment under the criminal justice treatment account. Describe how you will develop your local plan in conjunction with the stakeholder groups described in this section and as described in the draft PIHP contract (Line 48 RCW 70.96A.350)

Response: King County has a Memorandum of Agreement (MOA) with the Department of Judicial Administration (DJA) that provides for the transfer of DBHR criminal justice treatment account (CJTA) funds received by King County MHCADSD to the King County DJA which administers Drug Diversion Court (DDC). (Attachment IV-D). This agreement describes the working relationship, including roles and responsibilities, related to contract monitoring of both outpatient and residential SUD treatment contracts between MHCADSD and DJA. Bodies of work funded by the criminal justice treatment account (CJTA) are identified for enhanced cooperative planning and collaboration between DJA/DDC and MHCADSD in order to ensure coordinated and effective implementation with existing systems and programs. All referrals to DDC/CJTA treatment are coordinated by DDC. Regional mental health court and juvenile drug diversion court refer directly to a contracted drug diversion court provider when their referral request has first been approved by DJA. The use of CJTA funds primarily for DDC has been decided upon through a local stakeholder and oversight process described in the MOA. If there are additional available resources then decisions about expenditure is coordinated among MHCADSD, DDC and other therapeutic specialty courts in the County, including the Mental Health Court or Juvenile Drug Court. These processes are being modified for the King County BHO structure and King County is in the process of negotiating new protocols with DJA/DCC and will update the MOA prior to April 1, 2016.

Substance use disorder services provided by CJTA funds include outpatient, opiate substitution treatment, case management, urinalyses, residential services, and transportation. Drug diversion court programs and services are further enhanced with Mental Illness and Drug Dependency (MIDD) funds.

7.1 DDC currently contracts with community-based treatment agencies that provide outpatient, residential treatment, opiate replacement services and supportive housing. Supportive housing staff assist diversion court participants in need of education, employment training and other ancillary services. Therapeutic Health Services (THS) is the primary provider for DDC/CJTA outpatient substance use disorder treatment services, opiate treatment services, and support services. THS has multiple, geographically diverse sites throughout King County. THS adheres to the National Association of Drug Court Professionals Adult Drug Court Best Practice Standards using cognitive behavioral therapy (CBT) and evidence-based intervention services such as Trauma Focused CBT, Motivational Interviewing, and Moral Recognition Therapy. THS also provides a separate young adult track for DDC participants ages 18-25, who have been referred to the Young Adult Program (YAP). YAP includes substance use disorder treatment, access to mental health services, medication management and life skills tailored to the special needs of young adults. THS assesses participant needs, sets both short and long-term goals, and employs a holistic approach encompassing emotional, spiritual, physical, social, and mental health issues.

Outpatient provider exceptions are made when the participant is in need of specialized services not provided by THS, such as language, cultural and sexual orientation specific services. In these cases, DDC also contracts with Asian Counseling and Referral Services, Consejo Counseling and Referral Services, Cowlitz Tribe, and Seattle Counseling Services. Residential services are contracted through Pioneer Center North, Seadrumar, Sea Mar and Seattle Indian Health Board.

7.2 King County contracts with Pioneer Human Services (PHS) for two CJTA-specific clinical programs, the jail-based adult intensive outpatient Transitional Recovery Program (TRP) and the Co-Occurring Residential Program (CORP). TRP is a 60-day evidence-based, cognitive behavioral SUD program for eligible participants at the Maleng Regional Justice Center. Participants receive substance use disorder assessments, treatment, co-occurring groups, and case management services. CORP provides 90-days of residential treatment services to male and female participants with a co-occurring SUD and a mental health disorder. Services include assessments, evidence-based SUD treatment, mental health treatment, case management, psychiatric services, and access to opiate treatment and medical care.

7.3 MIDD-funded drug diversion court enhancement services support transitional housing and 1.5 FTE housing case managers for young adults ages 18 to 26 as well as the delivery of the Learning Disabilities Association of Washington CHOICES program to eligible participants receiving services at the Community Center for Alternative Programs. The CHOICES program includes classes that address social and emotional difficulties posed by learning disabilities and attention deficit disorders.

8 Describe your current capacity for WISE services and your planning to have sufficient capacity to provide fully compliant WISE services in accordance with the WISE Manual and the PIHP Draft Contract (Line 158 RCW 71.24.055)

In 2013, as a result of a lawsuit settlement agreement (*T.R. vs. Quigley and Teeter*), Washington State initiated a five year plan to implement Wraparound with Intensive Services (WISE) in all Regional Support Networks (RSNs). The WISE program, as defined in the settlement agreement, consists of Wraparound, intensive community-based mental health services and mobile crisis outreach and stabilization services. The components of the WISE program are similar to what has been available in King County for several years:

- Wraparound has been available in King County since the early 1990s. A federal Substance Abuse and Mental Health Services System of Care grant enhanced Wraparound capacity in 1998. In 2008, resources derived from the county's treatment sales tax fund (Mental Illness and Drug Dependency (MIDD)) significantly increased capacity.
- The Children's Crisis Outreach Response System (CCORS) was implemented in 2005, and is now supported by federal and MIDD funds, and through a partnership with the state Children's Administration, Region 2. CCORS offers mobile crisis outreach and stabilization services for a limited number of children/youth.
- Intensive mental health services as defined in the Medicaid state plan are provided by a network of Community Mental Health Agencies.

Originally, the state and RSNs agreed upon an implementation plan that had the first RSNs implementing WISE in January 2014, and King County RSN rolling out the WISE program in 2017-18. However, given the pace of the roll out statewide, the state has requested that King County begin WISE implementation sooner, and that RSNs currently providing WISE significantly increase their capacity.

King County and the state have agreed to implement WISE in King County beginning in October 2015. (The King County BHO will assume responsibility for implementing WISE in April 2016.) Our goal is to utilize the new resource made available by the legislature as a result of the lawsuit settlement to preserve, supplement, and enhance our existing continuum of intensive mental health resources (CCORS, Wraparound, and intensive outpatient mental health services), while complying with the requirements of the settlement.

8.1 To qualify for WISE, children and youth up to 21 years of age must be Medicaid eligible, and meet the mental health Access to Care standards. In addition, the child or youth must have a serious behavioral health disorder which warrants this intensive level of services and supports, and must be involved with multiple systems. In October 2015, those children and youth currently served in King County Wraparound who meet these criteria will be qualified as participants in the WISE program. There will be no change in their provider, services, or supports. Depending upon capacity and funding, new referrals for WISE will be accepted at a later date. For currently served children and youth who do not meet the criteria for WISE, Wraparound will continue, based upon individual needs. (Eligibility for the current, MIDD-funded Wraparound program is not limited to those covered by Medicaid, and the child or youth does not have to be enrolled in the RSN mental health system.)

Over the next several months, King County staff will be engaging with providers, families, child-serving agencies and key stakeholders as the County implements the terms of the lawsuit.

8.2 King County lead staff have been intensively involved in all the planning and development of WISE in Washington state, including development of the WISE Manual. In partnership with DBHR, King County has agreed to implement WISE at the five contracted Wraparound Delivery Teams operated by Sound Mental Health, Valley Cities Counseling and Consultation, Therapeutic Health Services, Community Psychiatric Clinic, and the Center for Human Services. Mobile crisis outreach and intensive stabilization services will be provided by the YMCA Children's Crisis Outreach Response System (CCORS). Current Wraparound capacity is 450 children and youth, of which approximately two thirds would be WISE eligible. DBHR and King County have agreed to a phased-in WISE implementation plan, which will meet the currently established October target of 200 children or youth.

8.3 DBHR has acknowledged that the current estimate of Washington state youth who might need WISE in each region (based on a predictive model developed by the DSHS Research and Development Administration (RDA)) may not accurately reflect the true need. Going forward, it is likely that the capacity targets identified by DBHR will be amended. King County will work in full partnership with DBHR, RDA, and other regions to develop additional regional capacity to meet the needs of those who are qualified for and request WISE.

- 9 Delivery Network - Provide a detailed analysis of your delivery network that demonstrates that the network:**
- a. Is or will be supported by written agreements.**
 - b. Is sufficient to provide adequate access to all services covered under the contracts, and, if it is not sufficient, provides a plan to correct the deficiency. Consider the time and distance standards in the draft PIHP contract attached.**
 - c. Considers anticipated Medicaid enrollment, expected utilization, provider requirements (number and type), provider capacity, and location and physical access to providers. Include how language and cultural considerations will be addressed.**
 - d. Includes providers who can meet the needs of pregnant women, as identified in the contracts as a special healthcare need, with a Substance Use Disorder diagnosis.**
 - e. Includes providers who can address the needs of individuals who have either been referred through the Department of Corrections, Drug Courts or identified through activities funded by the Criminal Justice Treatment Account (Line 273 42 CFR 438.206(b)(1))**

9.1 Response: (a) The King County BHO provider network will be supported by written agreements. The County currently contracts with 38 outpatient behavioral health agencies providing the full range of MH and SUD outpatient services. The County anticipates maintaining these contracts for the same services in April 2016. Similarly, the County shall maintain written agreements with the current network of MH residential and inpatient facilities. The County is currently negotiating a provider contract for a 16-bed withdrawal management detoxification facility. The County is also actively exploring options for two other 16-bed withdrawal management facilities with contracts anticipated by the end of 2016. King County has initiated contract discussions with regional SUD adult and youth residential providers to provide Intensive Inpatient, Long-Term Care Residential, PPW, Co-Occurring and Recovery House services. The County initiated Memorandum of Intent (MOI) to contract with the SUD residential providers in the King County region. Six facilities have signed the MOIs to date. Completed MOI's (see Attachment IV-E) demonstrate the intentions of the County and these residential providers to enter into contract negotiations.

Previous years' data, however, demonstrate that the SUD residential treatment needs of King County residents will exceed the bed capacities of our region. The King County BHO will therefore enter into agreements with other BHO's to allow King County residents statewide access to residential treatment beds. King County is working with other BHOs to develop Memorandums of Agreement (MOAs) to establish access, data and billing procedures for residential facilities outside of the King County region. Should King County be unable to successfully negotiate an MOA with another BHO to access residential facilities in that region, King County will pursue and secure contracts directly with the residential facilities to ensure capacity to meet the needs of the King County region.

9.2 Response: (b) King County's behavioral health network is sufficient to provide adequate access to the majority of services covered under the contract. The County's contracted network of 38 outpatient behavioral health agencies offer mental health and SUD services at more than 100 geographically dispersed locations. This network includes specialty providers serving PPW as well as ethnic, racial and sexual minorities. More than half of these locations - and the majority of the County's large capacity sites - are in areas with high concentrations of Medicaid recipients. (See attachment IV-F). As demonstrated by the map, the distribution of this network ensures that the travel and drive times required for enrollees' access to the closest behavioral health provider for the service they are seeking meets the following standards:

- In rural areas, a thirty (30)-minute drive from the primary residence of the enrollee to the service site.
- In large rural geographic areas, a ninety (90)-minute drive from the primary residence of the enrollee to the service site.
- In urban areas, service sites are accessible by public transportation with the total trip, including transfers, not to exceed ninety (90)-minutes each way.

9.2.1 King County recognizes the need to create and/or expand capacity in three service areas: SUD residential, withdrawal management detoxification services and opiate treatment. The County is actively engaged in developing contracts with regional SUD residential providers. However, the bed capacity within the King County region will not meet the treatment needs of King County residents. King County will therefore execute written agreements with other BHOs to facilitate bed access statewide. Should King County be unable to successfully negotiate an MOA with another BHO to access residential facilities in that region, King County will pursue and secure contracts directly with the residential facilities to ensure capacity to meet the needs of the King County region.

9.2.2 The sudden, unexpected, closing of Recovery Centers of King County (RCKC) earlier this year, eliminated King County's bed capacity for withdrawal management detoxification services. The County responded by temporarily contracting for 20 beds with two community hospitals that are licensed by the state to provide detoxification services. This arrangement is not sustainable, however, and King County recently reached an agreement with a local SUD provider for development of 16 new detoxification beds. The County plans to add two other 16-bed facilities by the end of 2016.

9.2.3 Due to the significant increase in heroin use, the need for OTP exceeds the service capacity of County providers. King County is supporting the efforts of two contracted SUD providers to expand treatment capacity to new locations. Evergreen Treatment Services is opening a new clinic in the Renton area in 2016. This clinic will add an additional 350 OTP slots in the first year. Additionally, King County recently entered in to contract with Acadia Healthcare to provide an additional 100 OTP treatment slots currently in the Renton area and moving to Kent in 2016. Both agencies are also working to expand their office based Suboxone MAT capabilities.

9.2.4 King County maintains an open application process that allows providers that meet credentialing criteria to join the network at any given time. The County is therefore able to add new providers and provider services should it be determined that there is need to expand service capacity or address specialized treatment needs. The County carefully screens new provider applicants and offers technical assistance to ensure they possess the infrastructure, resources, staffing, policies and IT capabilities to competently operate as a member of the King County network.

9.3 Response: (c) Every three or four years, King County analyzes the distribution of the Medicaid population along variables such as age, language, ethnicity and cultural needs to ensure network adequacy. The total Medicaid population of the County is about 375,000, with larger concentrations in downtown Seattle, the areas surrounding downtown, south King County and pockets of the northern county region. About 12% (44,705 individuals) of the County's Medicaid population was enrolled in King County's behavioral health system in March 2015.

9.3.1 Utilization of the County's mental health system has increased significantly in the past few years and continues to grow. King County RSN served more than 49,000 individuals in 2014, a 10% increase over 2013 and a 13% rise from 2012. Data from the first quarter of 2015 demonstrates a continuation of this upward trend with 14% more individuals enrolled during this period than the first three months of 2014. Operating concurrently with this service utilization increase has been a decrease in non-Medicaid clients. These individuals comprised 12% of the client population during the first quarter of 2015 as compared to 14% in 2014Q1 and 21% in 2013Q1. This trend is most likely caused by the expansion of Medicaid coverage under the Affordable Care Act. More than 10,000 newly eligible Medicaid recipients entered King County's behavioral healthcare system since January 2014 with a monthly average enrollment of 637 "newly eligibles" since January 2015.

- 9.3.2 In contrast to the mental health system, the client utilization of the County's SUD service network has remained relatively flat since 2012. The 13,420 individuals served in 2014 nearly matches the total of 13,770 treated in 2012. A more detailed analysis of these totals, however, uncovers some notable trends. The number of OTP enrolled clients increased by 22% between 2012 and 2014 from 3,354 to 4,083. Yet, the number of adults receiving SUD outpatient treatment decreased by 11% during this same period (7,931 to 7,076). The downward trend in youth utilization was more significant with 23% fewer youth treated in 2014 than 2012. King County attributes the increased need for OTP to the dramatic increase in opiate addictions in the County and nationwide.
- 9.3.3 The reasons underlying the decreased outpatient enrollments are less clear but certainly multi-faceted. The transition from the ADATSA to Medicaid coverage in 2014 may have disrupted outpatient enrollments. Additionally, one of King County's larger SUD providers began decreasing its service capacity in 2014. Adult treatment was also impacted by changes in Drug Court criteria that reduced the number of eligible referrals. SUD providers are also reporting increasing difficulty locating and hiring staff, which may be limiting the system's SUD service capacity. In a just-completed survey of King County mental health and SUD providers, the number of unfilled positions for Chemical Dependency Professionals (CDPs) and CDP Trainees (CDPTs) surpassed those for psychiatric prescribers and licensed mental health professionals. King County will continue to monitor and investigate the SUD client utilization trend and work with the provider network to develop appropriate strategies. The County anticipates that, with the transition to BHO, demand will increase due to the expansion of eligibility criteria.
- 9.3.4 King County employed a number of strategies to absorb the rise in mental health enrollment. The County provided a onetime payment to contracted mental health agencies in early 2014 that allowed agencies to increase intake and treatment capacities. County-initiated increases in the case rate during the past year also helped to sustain and expand staffing capacities of the network. In addition, King County added several new SUD and mental health contract providers. The County is currently supporting provider efforts to increase OTP services and is actively seeking opportunities to increase detoxification bed capacity.

9.3.5 Agency locations are geographically dispersed throughout the County promoting client access in accord with the required time and distance standards. The provider network includes a number of agencies targeting specialty populations. (See Attachment IV-G “Table – King County Behavioral Health Agencies” for a list of providers and the special populations served). King County pays an upgraded cultural differential case rate for a behavioral health specialist evaluation or consultation with clients that identify as an ethnic minority, sexual minority, as well as individuals who are deaf or hard of hearing and/or homebound due to medical problems. Similarly, providers receive an additional payment when services are delivered in a language other than English. The County intends to continue this differential rate and expand it to providers of substance use treatment to support culturally relevant care. Interpreter services are available countywide if a consumer is unable to access a provider with the needed language capabilities.

9.4 Response: (d) The King County BHO provider network includes three outpatient providers (New Traditions, Therapeutic Health Services and Center for Human Services) that meet the unique treatment needs of pregnant and parenting women (PPW) with a SUD diagnosis as identified in the contracts as a special healthcare need. The County anticipates adding two SUD residential providers that also serve the PPW population. King County requires all County SUD outpatient contractors to possess the competencies that allow them to effectively serve this population should individuals be unable to access the specialized providers. If such services do not meet the specialized needs of a specific individual or identified population, King County will develop an exceptional care plan to provide the necessary supports and/or pursue additional service capacity.

9.5 Response: (e) King County has a Memorandum of Agreement with the Department of Judicial Administration (DJA) that provides for the transfer of DBHR criminal justice treatment account (CJTA) funds received by King County MHCADSD to the King County DJA. This agreement describes the working relationship, including roles and responsibilities, related to contract monitoring of both outpatient and residential SUD treatment contracts between MHCADSD and DJA, which administers Drug Diversion Court (DDC). Bodies of work funded by the criminal justice treatment account (CJTA) are identified for enhanced cooperative planning and collaboration between DJA/DDC and MHCADSD in order to ensure coordinated and effective implementation with existing systems and programs. All referrals to DDC/CJTA treatment are coordinated by DDC. Regional Mental Health Court and Juvenile Drug diversion court refer directly to a contracted drug diversion court provider when the referral request has first been approved by DJA. The use of CJTA funds has been decided upon through the local stakeholder and oversight process as described in the agreement above to be utilized primarily for the DDC. If there are additional resources then coordination is made between King County, DDC and other therapeutic specialty courts in the County, such as the Mental Health Court or Juvenile Drug Court, pursuant to RCW 70.96A.350.

- 9.5.1 Substance use disorder services provided by CJTA funds include interim, outpatient, opiate treatment, case management, urinalyses, residential and transportation. Drug diversion court programs/services are further enhanced with Mental Illness and Drug Dependency (MIDD) funds.

DDC currently contracts with community-based treatment agencies that provide outpatient, residential and opiate treatment services as well as housing with onsite staff that assist diversion court participants in need of education, employment training and other ancillary services. Therapeutic Health Services (THS) is the primary provider for DDC/CJTA outpatient substance use disorder treatment services, opiate treatment services, and support services. THS has multiple, geographically diverse sites throughout King County. THS adheres to the National Association of Drug Court Professionals Adult Drug Court Best Practice Standards using cognitive behavioral therapy (CBT) and evidence-based interventions services such as Trauma Focused CBT, Motivational Interviewing and Moral Recognition Therapy. THS also provides a separate young adult track for DDC participants ages 18-25 who have been referred to the Young Adult Program (YAP). YAP includes substance use disorder treatment, access to mental health services, medication management and life skills tailored to the special needs of young adults. THS assesses participant needs, sets both short and long-term goals, and employs a holistic approach encompassing emotional, spiritual, physical, social and mental health issues.

Outpatient provider exceptions are made when the participant is in need of specialized services not provided by THS, such as language, cultural and sexual orientation specific services. In these cases, DDC also contracts with Asian Counseling and Referral Services, Consejo Counseling and Referral Services, Cowlitz Tribe and Seattle Counseling Services. Residential services are contracted through Pioneer Center North, Seadrunar, Sea Mar and Seattle Indian Health Board.

- 9.5.2 King County contracts with Pioneer Human Services (PHS) for two CJTA-specific clinical programs, the jail-based adult intensive outpatient Transitional Recovery Program (TRP) and the Co-Occurring Residential Program (CORP). TRP is a 60-day evidence-based, cognitive behavioral SUD program for eligible participants at the Maleng Regional Justice Center. Participants receive substance use assessments, treatment, co-occurring groups, and case management services. CORP provides 90-days of residential treatment services to male and female participants with a co-occurring SUD and mental health disorders. Services include assessments, evidence-based SUD treatment, mental health treatment, case management, psychiatric services, and access to opiate treatment and medical care.

- 9.5.3 MIDD-funded drug diversion court enhancement services support transitional housing and 1.5 FTE housing case managers for young adults ages 18 to 26 as well as the delivery of the Learning Disabilities Association of Washington CHOICES program to eligible participants receiving services at the Community Center for Alternative Programs. The CHOICES program includes classes that address social and emotional difficulties posed by learning disabilities and attention deficit disorders.
- 9.5.4 King County contracts with a large behavioral health provider, Sound Mental Health (SMH), to provide services for individuals released from Department of Corrections (DOC) facilities. The Offender Reentry Community Safety Program coordinates an individual's re-entry into the community and provides additional monies to support traditional behavioral health services. The Forensic Integrated Reentry Support and Treatment (FIRST) project offers intensive wraparound services by a multidisciplinary team for recently released offenders diagnosed with a major mental illness and requiring ongoing treatment. In addition to these programs, SMH and other County contracted providers offer specialized offender reentry and treatment services that do not specifically target DOC individuals but may include them within their client population. In addition to these County contracted programs, DOC directly contracts with two King County behavioral health providers for SUD outpatient services. King County is in the process of assessing its current provider capacity and expertise in providing outpatient SUD treatment to clients under DOC supervision. King County also plans to reach out to Spectrum, the current DOC SUD outpatient provider, to determine Spectrum's interest and capability to contract with the King County BHO.

As part of BHO implementation and in anticipation of the transfer of Medicaid clients under DOC supervision to the BHO for outpatient SUD treatment, King County is in conversation with DOC Central Headquarters in Tumwater along with King County DOC to develop a Memorandum of Agreement (MOA) for coordination of care for this population. The MOA will include protocols for coordinating care and providing reports and notifications, as required by the client's conditions of release, as well as the provision of special training that is needed to work with DOC populations, especially related to cognitive-behavioral training focusing on criminogenic thinking. King County has a long history of collaboration with the Department of Corrections and that continues currently in projects such as the Second Chance Reentry Grant.

10 Describe the documentation that you would be prepared to submit to DSHS on a periodic basis to demonstrate the sufficiency of your network (Line 279 42 CFR 438.207(b & c))

Response: King County is prepared to periodically provide DSHS with the following documentation to demonstrate the sufficiency of the BHO network:

- 10.1 Analyses of most current statistics on King County's Medicaid population
- 10.2 Review of King County's service penetration into the Medicaid-eligible and low income populations
- 10.3 A list of King County's behavioral health agencies and associated map(s)
- 10.4 Analyses of the behavioral health network's ability to serve King County's Medicaid population and low income population. Such analysis would include – but is not limited to – the following:
 - Ability to meet travel and drive time standards
 - Network's range of preventive, primary care and specialty services required to adequately service the anticipated number of clients
 - Network's ability to address special population needs
 - Network's ability to meet linguistic needs of County's Medicaid and low income population
- 10.5 Demographic information about clients served in the County's behavioral health network
- 10.6 Description of changes in the County's Medicaid population, behavioral health network and clients served.

11 Provide a list of contracted or anticipated contracted providers and the services they will provide (Line 287 42 CFR 438.12(a)(2), 42 CFR 438.214)

Response: See Attachment IV-G – “TABLE – King County Behavioral Health Agencies” cited above.

12 Provide sample subcontracts and/or delegation agreements. Provide policies and procedures for subcontracting and delegation that address these regulatory requirements and specifically address how subcontracted/delegated entities are evaluated and monitored. Provide the most recent monitoring reports for three entities. Describe in detail your current and planned subcontracting/delegation activities for substance use disorder treatment services (Line 290 42 CFR 438.6(l), 42 CFR 438.230(a), 42 CFR 438.230(b)(1, 2, & 3), SMM 2087.4)

Response: The sample contracts, monitor reports and policies and procedures that are responsive to DBHR's request are included as attachments IV-H, I and J.

- Contract, 2015-2016-MHCADSD-Consejo
- Contract, 2015-2016-MHCADSD-Crisis Clinic

- Contract, 2015-2016-MHCADSD-Evergreen Treatment Services
- Monitoring Report – 2014 Crisis Clinic
- Monitoring Report – 2014 Crisis Clinic, Clinical Review Findings
- Monitoring Report – 2014 Crisis Clinic, Administrative Review Findings
- Monitoring Report – 2014 Center for Human Services
- Monitoring Report – 2014 Center for Human Services, Site Visit Findings
- Monitoring Report – 2014 DESC
- Monitoring Report – 2014 DESC, Site Visit Findings
- King County Policy and Procedures, Section 11 Credentialing and Contract Monitoring

12.1 Subcontracting/Credentialing Activities for SUD treatment services:

King County currently contracts with 34 SUD providers. King County anticipates maintaining this network for BHO operations and potentially adding several new providers. All contracted providers are required to be licensed and/or certified by DSHS. King County initiates the subcontracting/credentialing process by distributing the County's credentialing application to providers several months prior to the anticipated contract execution date. The resulting application packet submitted by providers includes:

- Listing of agency staff with associated degrees and licenses;
- Listing of provider locations with the services to be offered at each location;
- Copy of appropriate licensure;
- Copy of insurance coverage;
- Provider policies and procedures, or plans, regarding King County requirements as may be identified as necessary for the credentialing period;
- Program Integrity Requirements; and
- Copies of the language in the orientation materials for clients that indicate if the provider has any moral or religious objections/restrictions in regards to the care provided (e.g., abortion, end-of-life counseling). This information need only be provided if the provider has moral objections/restrictions with regard to care provided.

- 12.1.1 Currently contracted SUD providers have participated in the credentialing process in past contract periods and, when the BHO transition occurs, will have 30 days from the date the forms are mailed, unless otherwise specified, to complete the credentialing documents if they do not have a current credentialing application on file with King County. Providers that are not current network members may have longer than 30 days to complete the application packet. King County may require a site visit for any provider applying for credentialing. All SUD providers that are applying for the first time will be required to participate in a site visit. All site visits will be conducted following submission and review of a completed credentialing application form.
- 12.1.2 Completed applications will be reviewed by King County. SUD providers that meet the BHO standards shall be offered a contract for review and signature. Those that do not meet the credentialing standards may receive provisional contract status in the network and a contract may be extended. Providers that serve high-risk populations or specialize in conditions that require costly treatment will be evaluated fairly considering the services they provide during the application review process.
- 12.1.3 King County will retrospectively query state of Washington databases to verify Drug Enforcement Agency (DEA) certificate status, licensure, certification, and registration status of all medical doctors (MDs) and advanced registered nurse practitioners (ARNPs) and other clinicians. Because of the time required to verify this information, contracts may be executed prior to verification from the state. If King County is notified that a clinic/practitioner is not registered, certified or licensed and/or has a license/DEA restriction, the County will reserve the right to terminate the provider agreement or place limitations on the scope of practice performed by the clinic/care provider. Should this occur, providers will be notified in writing by the King County BHO.
- 12.1.4 Upon King County approval, county-contracted SUD providers may enter into subcontracting relationships with other providers in order to expand their service capabilities. Contracted SUD providers will submit the required application and forms on behalf of the subcontractor to the King County BHO. Certain policies and procedures regarding King County requirements, as may be identified as necessary for the credentialing period, will be retained by the direct contracted provider and made subject to King County review. Upon County request, the provider will submit a:
- Copy of the subcontractor's confidentiality policy;
 - Copy of the contract or agreement between the provider and subcontractor;
 - Copy of appropriate licensure; and
 - Copy of insurance coverage.

12.1.5 Applications will be completed for all subcontractors during annual provider re-credentialing. Subcontractors can be approved as part of the credentialing process or subcontracts with a start date after the credentialing deadline may be submitted for separate consideration. County-contracted providers' responsibilities related to their subcontractors are as follows:

12.1.5.1 The provider shall ensure that all licenses are current and that the licensee is in good standing with the licensing agency;

12.1.5.2 The provider shall require the subcontractor to abide by all the requirements of the King County BHO Policies and Procedures manual and the provider's agreement with King County. To this end, the provider shall be responsible for sharing this information with the subcontractor, including providing a copy of this manual and any updates that occur during the term of their agreement;

12.1.5.3 The provider and the subcontractor shall hold harmless King County;

12.1.5.4 The provider shall ensure that the subcontractor:

- Provides SUD services only in those areas it is licensed to provide and which comply with generally accepted and culturally relevant minimum requirements and guidelines as set by King County;
- Provides care and service delivery with a recovery focus and to the satisfaction of clients; and
- Meets credentialing indicators for its professional staff;

12.1.5.5 The provider shall provide documented supervision or monitoring of the subcontractor to ensure compliance with the requirements for subcontractors under the provider contract with the King County BHO;

12.1.5.6 The provider shall perform an annual site visit of the subcontractor to monitor provisional services.

13. Describe how you will use provider reimbursement methods that incentivize improved performance with contractually required client outcomes, integration of behavioral and primary care services at the clinical level, and improved care coordination for individuals with complex care needs (Line 3 RCW 43.20A.894)

Response: King County currently requires coordination of care between mental health providers and the health care system, including primary care providers. Compliance with this expectation is monitored at annual contract compliance site visits. This requirement will apply to all King County BHO providers beginning April 1, 2016. The following is the current King County policy:

1.1.1 Coordination of care with primary care providers

- A. King County BHO provider agencies will ensure that each client's primary care provider is informed of the name of the BHO provider agency and how best to contact the client's behavioral health care provider, substance use treatment provider and/or psychiatrist or psychiatric ARNP. Specific staff names need not be mentioned.
- B. Should the client change primary care or behavioral health treatment providers, the new providers will be contacted by the BHO provider agency with the contact information as above.
- C. Providers need not provide the above information when:
 1. The client requests the information not be sent and the provider agency concurs with this request, or
 2. The fact that the agency is providing services and the procedures for contacting the agency are implicit in shared documentation, such as entries by the agency in a nursing home record, shared medical records within an organization that provides both primary care and mental health care, or shared databases regularly used by clinicians, such as the Mental Health Integrated Tracking System (MHITS).
- D. For persons without a primary care provider, the behavioral health provider will document efforts to assist the person in establishing care with one.

13.1 As a component of the King County Recovery and Resiliency Plan (2005-present), recovery incentive payments have been utilized to foster system-wide development of recovery and resiliency practices (See Section VIII Quality Assurance Plan for more details about this process). Two of the recovery performance indicators have addressed this critical coordination activity:

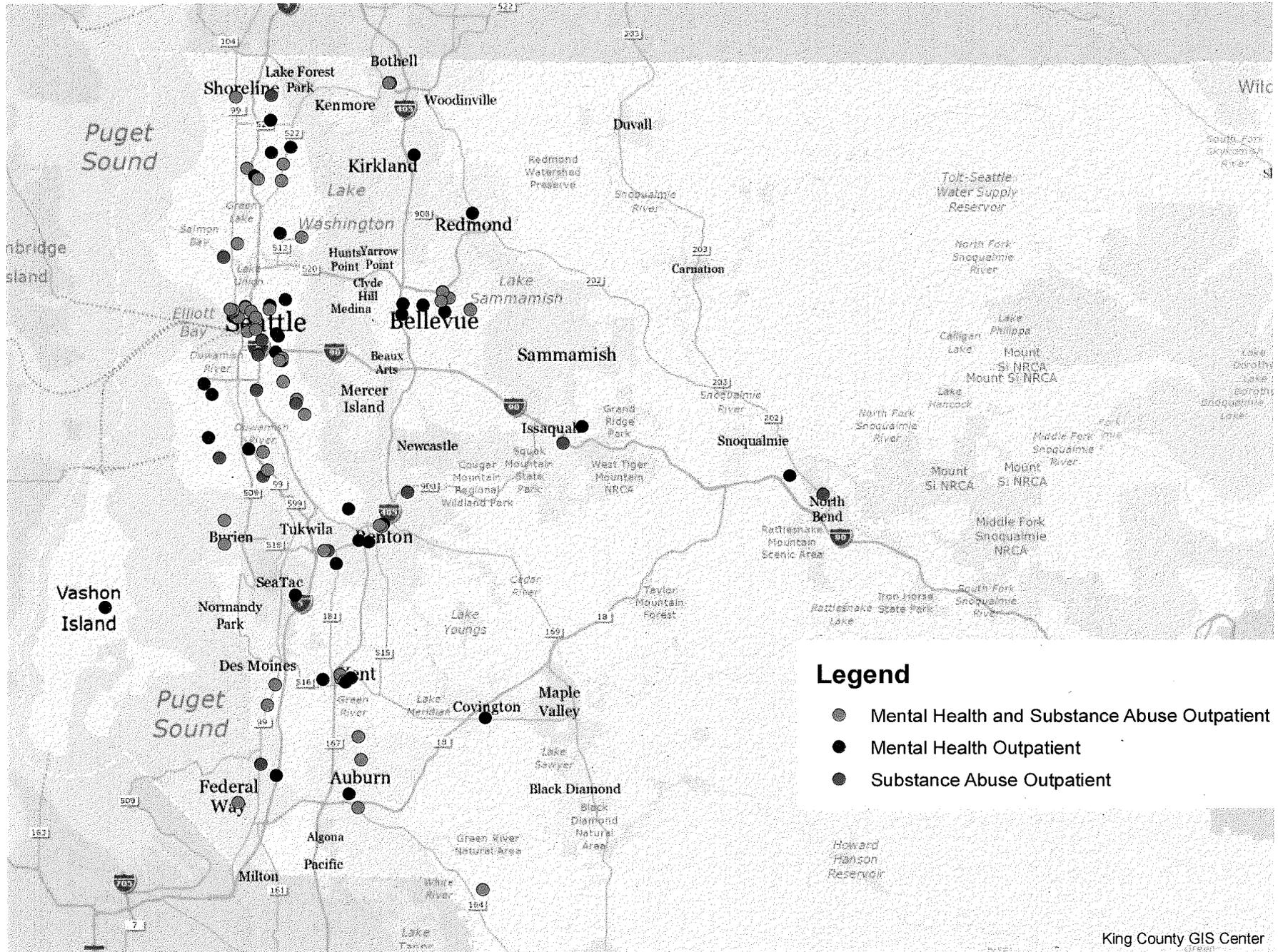
- Collaborative contacts occur with others involved with an individual's care (including primary and specialty health care providers)

- The mental health care plan assesses and includes a goal related to the individual's health care when appropriate. This measure was sunsetted when provider performance met the system wide target.

The King County recovery plan was updated and expanded in 2012 to include the substance use treatment system. King County is in the process of reviewing the recovery incentive program and modifying it to be applicable to substance use disorder treatment.

13.2 Several King County providers have made significant advances in providing best practice coordinated/integrated behavioral health and primary care services to enrollees. This includes providing primary care services within a community behavioral health setting, as well as providing behavioral health services in primary care settings. Please see Section IV Line 5, pages 4-1 to 4-6 for a complete description.

13.3 King County is currently exploring the potential opportunities to implement more pay for success contracts within the King County BHO network and is working with a financial consultant to help develop a financial structure and incentive strategies to improve outcomes and coordination of care. Additionally, King County has been working to develop data sharing agreements with the five Medicaid Managed Care Organizations. To date, two agreements have been signed and the rest are in process. King County is also successfully sharing data back and forth with one of the plans and is in conversation to develop protocols for improved care coordination for shared individuals. Once developed, these protocols will be applied to other health plans.



Legend

- Mental Health and Substance Abuse Outpatient
- Mental Health Outpatient
- Substance Abuse Outpatient

| KING COUNTY OUTPATIENT SUD AGENCIES | | |
|---|---|--|
| Agency Name | Services | Office Location(s) |
| Asian Counseling and Referral Service www.acrs.org | <ul style="list-style-type: none"> ▪ Level 1, OS – Adult/Youth/Asian/PI ▪ Level 2.1, IOS – Adult/Youth/Asian/PI | Ranier Valley |
| Auburn Youth Resources | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Auburn |
| Catholic Community Services www.ccsww.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Seattle |
| Center for Human Services http://www.chs-nw.org/ | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/PPW ▪ Level 1, OS – Adult/Youth/PPW | <ul style="list-style-type: none"> ▪ Shoreline ▪ Bothell ▪ Montlake Terrace |
| Community Psychiatric Clinic www.cpcwa.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth ▪ Level 1, OS – Adult/Youth | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations |
| Consejo Counseling and Referral Service www.consejocounseling.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/Latino ▪ Level 1, OS - Adult/Youth/Latino | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations |
| | <ul style="list-style-type: none"> ▪ Level 1, OS – Youth/Spanish | <ul style="list-style-type: none"> ▪ Kent |
| Cowlitz Tribal Treatment | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/Native Am ▪ Level 1, OS – Adult/Youth/Native Am | <ul style="list-style-type: none"> ▪ Tukwila |
| Downtown Emergency Service Center www.desc.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS - Adult ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations |
| Evergreen Treatment Services http://www.evergreentreatment.org/ | <ul style="list-style-type: none"> ▪ Opiate Substitution Treatment Services ▪ Level 1, OS – Adult/PPW | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations |
| Friends of Youth http://www.friendsofyouth.org/ | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Issaquah |
| Harborview Medical Center Addictions Program http://uwmedicine.washington.edu/Patient-Care/Our-Services/Find-a-Clinic/Pages/clinic.aspx?clinicid=4715 | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Seattle |

| Agency Name | Services | Office Location(s) |
|---|---|--|
| Integrative Counseling Services http://www.icswa.com/Pages/default.aspx | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth ▪ Level 1, OS – Adult/Youth | <ul style="list-style-type: none"> ▪ Seattle |
| Intercept Associates http://interceptassociates.com/ | <ul style="list-style-type: none"> ▪ Level 2.1, IOS - Adult ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Federal Way |
| Kent Youth and Family Services http://www.kyfs.org/ | <ul style="list-style-type: none"> ▪ Level 2.1, IOS - Youth ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Kent |
| Muckleshoot Indian Tribe | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/Native Am ▪ Level 1, OS – Adult/Youth/Native Am ▪ Opiate Substitution Treatment Services | <ul style="list-style-type: none"> ▪ Auburn |
| Navos www.navos.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/COD ▪ Level 1, OS – Adult/Youth/COD | <ul style="list-style-type: none"> ▪ Burien |
| New Traditions www.new-traditions.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – PPW ▪ Level 1, OS - PPW | <ul style="list-style-type: none"> ▪ Seattle |
| Northshore Youth and Family Services | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Bothell |
| Pioneer Counseling Services www.pioneerhumanservices.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations ▪ Kent |
| Raging River Recovery Center http://www.snoqualmientation.com/content/raging-river-recovery-center | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/Native Am ▪ Level 1, OS – Adult/Youth/Native Am | <ul style="list-style-type: none"> ▪ North Bend |
| Renton Area Youth and Family Services http://www.rays.org/ | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Renton |
| Ryther www.ryther.org | <ul style="list-style-type: none"> ▪ Level 1, OS -Youth | <ul style="list-style-type: none"> ▪ Seattle ▪ Bellevue |
| Seadrunar www.seadrunar.org | <ul style="list-style-type: none"> ▪ Level 1, OS - Adult | <ul style="list-style-type: none"> ▪ Seattle |
| Sea Mar Community Health Centers www.seamarchc.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth ▪ Level 1, OS – Adult/Youth | <ul style="list-style-type: none"> ▪ Seattle |

| Agency Name | Services | Office Location(s) |
|--|--|---|
| Seattle Children's www.seattlechildrens.org | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Seattle |
| Seattle Counseling Service www.seattlecounseling.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Adult/Youth/Sexual Minorities ▪ Level 1, OS – Adult/Youth/Sexual Minorities | <ul style="list-style-type: none"> ▪ Seattle |
| Seattle Indian Health Board http://www.sihb.org/ | <ul style="list-style-type: none"> ▪ Level 1, OS – Adult/Native American | <ul style="list-style-type: none"> ▪ Seattle |
| Sound Mental Health www.smh.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Youth/Adult/COD ▪ Level 1, OS – Youth/Adult/COD | <ul style="list-style-type: none"> ▪ Auburn ▪ Bellevue ▪ Seattle ▪ Northgate ▪ Tukwila |
| Therapeutic Health Services http://ths-wa.org/ | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Youth/Adult/PPW ▪ Level 1, OS – Youth/Adult/PPW ▪ Opiate Substitution Treatment | <ul style="list-style-type: none"> ▪ Bellevue ▪ Kent ▪ Shoreline ▪ Seattle – Multiple Locations |
| Valley Cities www.valleycities.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Youth/Adult ▪ Level 1, OS – Youth/Adult | <ul style="list-style-type: none"> ▪ Auburn ▪ Des Moines ▪ Federal Way ▪ Kent ▪ Renton |
| Washington Asian Pacific Islander Families Against Substance Abuse (WAPI) http://wapiseattle.org/blog/ | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Youth/Asian/PI ▪ Level 1, OS – Youth/Asian/PI | <ul style="list-style-type: none"> ▪ Seattle |
| WCHS, Inc. | <ul style="list-style-type: none"> ▪ Opiate Substitution Treatment Services | <ul style="list-style-type: none"> ▪ Renton |
| Young Men's Christian Association of Greater Seattle www.yfamilyservices.org | <ul style="list-style-type: none"> ▪ Level 2.1, IOS – Youth ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Seattle |
| Youth Eastside Services www.youtheastideservices.org | <ul style="list-style-type: none"> ▪ Level 1, OS - Youth | <ul style="list-style-type: none"> ▪ Bellevue |

Mental Illness and Drug Dependency (MIDD) Funded Strategies

| Strategy # | Strategy Name | 2015 Budget |
|------------|--|--------------|
| 1a-1 | Increase access to community mental health treatment | \$ 7,920,000 |
| 1a-2 | Increase access to community substance abuse treatment | \$ 2,450,000 |
| 1b | Outreach and engagement to individuals leaving hospitals, jails, or crisis facilities | \$ 495,000 |
| 1c | Emergency room substance abuse early intervention program | \$ 652,000 |
| 1d | Mental health crisis next day appointments and stabilization services | \$ 225,000 |
| 1e | Chemical dependency professional education and training | \$ 681,260 |
| 1f | Parent partner and youth peer support assistance program | \$ 375,000 |
| 1g | Prevention & early intervention mental health & substance abuse services for adults age 55+ | \$ 450,000 |
| 1h | Expand availability of crisis intervention and linkage to on-going services for older adults | \$ 315,000 |
| 2a | Workload reduction for mental health | \$ 4,000,000 |
| 2b | Employment services for individuals with mental illness and chemical dependency | \$ 1,000,000 |
| 3a | Supportive housing services | \$ 2,000,000 |
| 4c | Collaborative school based mental health and substance abuse services | \$ 1,261,391 |
| 4d | School based suicide prevention | \$ 200,000 |
| 5a | Expand assessments for youth in the juvenile justice system | \$ 412,120 |
| 6a | High fidelity wraparound initiative | \$ 4,500,000 |
| 7b | Expansion of children's crisis outreach response service system | \$ 500,000 |
| 8a | Expand family treatment court services and support to parents | \$ 1,074,611 |
| 9a | Expand juvenile drug court treatment | \$ 827,105 |
| 10a | Crisis intervention training program | \$ 930,864 |
| 10b | Adult crisis diversion center, respite beds & mobile crisis team | \$ 6,100,000 |
| 11a | Increase capacity for jail liaison program | \$ 80,000 |
| 11b | Increase services available for new or existing mental health court programs | \$ 2,714,408 |
| 12a | Increase jail re-entry program capacity | \$ 320,000 |
| 12b | Hospital re-entry respite beds | \$ 508,500 |
| 12c | Increase Harborview's Psychiatric Emergency Services capacity to link individuals to community services upon discharge from ER | \$ 200,000 |
| 12d | Behavior Modification Classes for Community Center for Alternative Programs clients | \$ 75,000 |
| 13a | Domestic violence and mental health services | \$ 250,000 |
| 13b | Domestic violence prevention | \$ 224,000 |
| 14a | Sexual assault and mental health services | \$ 400,000 |
| 15a | Adult drug court expansion | \$ 3,134,628 |

| | | |
|-----|--|--------------|
| 16a | New housing units and rental subsidies | \$ - |
| | Sexual Assault Supplantation (to CSD) | \$ 362,000 |
| | MIDD Evaluation & Treatment | \$ 1,200,000 |
| | MIDD Administration | \$ 4,121,242 |
| | | |
| | Total MIDD 2015 Budget | \$49,959,134 |

MEMORANDUM of AGREEMENT
Between
**DEPARTMENT OF COMMUNITY AND HUMAN SERVICES, MENTAL HEALTH, CHEMICAL
ABUSE AND DEPENDENCY SERVICES DIVISION**
and the
DEPARTMENT OF JUDICIAL ADMINISTRATION

I. SUBJECT

The following Agreement terminates the original January 1, 2009 agreement and begins a new agreement entered into between the King County Department of Community and Human Services (DCHS), Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) and King County Department of Judicial Administration (DJA) Drug Diversion Court (DDC). This Agreement remains in effect unless terminated by consent of both Departments. This Agreement will be reviewed annually for effectiveness, efficiency, and success in meeting the stated purpose.

II. PURPOSE

The purpose of this Agreement is to ensure continued partnership and development of the working relationship between the Departments to the benefit of King County residents by fully utilizing the expertise of each Department in implementing the activities of the Mental Illness and Drug Dependency Plan (MIDD) and Washington State Department of Social and Health Services (DSHS) Division of Behavioral and Health Recovery Services (DBHR) funds received by DCHS, transferred to DJA.

III. PLANNING AND COORDINATION EFFORTS

Both Departments agree to cooperate in planning and coordinating activities pursuant to the Mental Illness and Drug Dependency Plan. DJA will participate on the MIDD Oversight Committee and in strategy-specific planning groups led by DCHS/MHCADSD staff when DDC expertise and perspective is appropriate.

In addition, selected bodies of work are identified for enhanced cooperative planning and collaboration between DJA/DDC and DCHS/MHCADSD in order to ensure coordinated and effective implementation with existing systems and programs. They include but are not limited to the following:

1. MIDD – Expansion and Enhancement of Recovery Support Services Adult Drug Court (Strategy 15A). MIDD Supplantation – Adult Drug Diversion Court Base.

Responsible staff: Mary Taylor (DJA/DDC) and Jim Vollendroff (DCHS/MHCADSD)
2. DSHS/DBHR – Criminal Justice Treatment Account (CJTA), TXIX Waiver (CFDA # 93.778) and State Drug Court funds. Responsible staff: Mary Taylor (DJA/DDC) and Sean Davis (DCHS/MHCADSD)

IV. ADDENDA ON MIDD DJA PROGRAM MANAGEMENT

The partnership includes some strategies for which DJA/DDC is best suited to assume responsibility for implementation and program management. For each of these strategies, specific funding amounts, work statements, billing procedures and reporting requirements (including program description, program requirements and outcomes) shall be contained in

separate addenda organized by body of work. Addenda may be revised, replaced or added by formal amendment to this written agreement.

The following addenda are included:

Expansion and Enhancement of Recovery Support Services Adult Drug Court (Strategy 15A);
MIDD Supplantation.

V. ADDENDA ON DSHS/DBHR FUNDS

The CJTA, TXIX Waiver, and State funds received by DJA shall support Alcohol and Other Drug Abuse Treatment services for individuals who are involved in the King County Department of Judicial Administration, Adult Drug Diversion Court Program.

The following addendum is included:

Drug Diversion Court

VI. DISPUTE RESOLUTION

If there is a dispute of the terms and outcomes of this Agreement, including any addenda, the parties/programs that are involved with the particular addendum being disputed shall first work with their Division Directors. If the dispute cannot be resolved at this level, the Directors of both Departments shall come to a final decision based on the terms of the Agreement and/or Addendum.

VII. TERMINATION

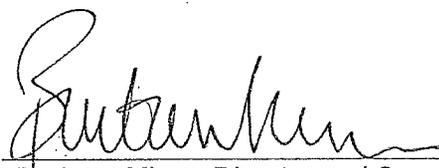
Either King County Department may terminate an Addendum at a date prior to the completion date specified in the Addendum, in whole or in part, upon 30 days written notice. In the event that either party seeks to terminate, a written plan will be developed and signed by both parties.

VIII. AMENDMENTS

This Agreement shall be reviewed annually. Either Department may request changes to this Agreement, including addenda. Proposed changes that are mutually agreed upon shall be incorporated by written amendment to this agreement.

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES – MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

DEPARTMENT OF JUDICIAL ADMINISTRATION
ADULT DRUG DIVERSION COURT



Jackie MacLean, Director

Barbara Miner, Director and Superior Court Clerk

4/2/13

5/23/13

Date

Date

ADDENDUM A
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
EXPANSION AND ENHANCEMENT OF RECOVERY SUPPORT SERVICES (Strategy 15a)

I. SUBJECT

Transfer of County funds by the Department of Community and Human Services (DCHS)/Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to King County Department of Judicial Administration (DJA) to provide expanded and enhanced recovery support services for Adult Drug Diversion Court. The program described in this Exhibit is provided in accordance with the Mental Illness and Drug Dependency Plan Strategy #15a – *Expansion and Enhancement of Recovery Support Services Adult Drug Court*. This Addendum will be in effect for the period of January 1, 2009 through December 31, 2013.

II. PURPOSE OF FUNDS

A. Goal

1. To provide effective prevention and intervention strategies for those most at risk and most in need to reduce or prevent more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses.
2. To divert youth and adults with mental illness and chemical dependency from initial or further justice system involvement.
3. To reduce the number of people who cycle through the jail, returning repeatedly as a result of their mental illness or chemical dependency.
4. Explicit linkage with and furthering the work of other County initiatives, including the Adult and Juvenile Justice Operational Master Plans, the Ten-Year Plan to End Homelessness in King County, the Veterans and Human Services Levy Service Improvement Plan, and the Recovery Plan for Mental Health Services.

B. Objectives

1. King County Drug Diversion Court participants will receive:
 - a. Access to employment and training;
 - b. Access evidence-based treatment and housing for transition age youth (ages 18 to 26);
 - c. Housing case management services;
 - d. Expanded services for women with co-occurring substance abuse and trauma related conditions; and
 - e. Classes to address social and emotional difficulties posed by learning disabilities and attention deficit disorders.
2. Two hundred fifty (reduced from 450) individual participants will benefit from one or more of the proposed expanded services annually.

3. Reduce the impact of drug related cases on criminal justice resources.
4. Reduce substance use and related criminal activity among participants.
5. Provide resources and support to assist drug dependent offenders in the acquisition of skills necessary for the maintenance of sobriety.

C. Eligibility

King County Adult Drug Diversion Court participants.

III. SCOPE OF WORK

A. The Contractor shall provide the following staffing and services:

1. 1.5 FTE King County Housing Case Manager;
2. 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug court program (contracted by DJA with Therapeutic Health Services);
3. 1.0 FTE for expansion of women's group and enhancement of services for women with co-occurring disorders and trauma-related disorders, including suboxone (contracted by DJA with Harborview Medical Center);
4. Contract with the Learning Disabilities Association of Washington the CHOICES program to treat 42 offenders (contracted by MHCADSD to DAJD/CCAP); and
5. Contract with housing providers for eight units of recovery-oriented transitional housing with on-site case management for young adults ages 18 to 26.

B. The Contractor shall provide expanded recovery support services and related services to 250 adults annually.

C. The Contractor shall ensure partnerships with substance abuse and mental health treatment providers for the purpose of ensuring quality linkages to needed treatment and/or evidence-based programs.

D. The Contractor shall ensure availability of the program through King County.

E. The Contractor shall participate in County-convened meetings.

F. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Dictionary. The Contractor shall submit the MIDD standard data set electronically to MHCADSD via the secure file server using a spreadsheet format provided by the County or via the MHCADSD Management Information System. The MIDD standard data set consists of individual client records with person-specific identifiers (e.g., name, date-of-birth, SSN), demographic information (e.g., race, language, military status), service information (e.g., number of contacts, hours, service milestones), and outcomes specific to the program for all individuals served.

1. The Contractor shall work with the MIDD evaluation team to identify the program-specific data elements and to determine data transmission methods which will be detailed in the MIDD Data Dictionary.

2. Data are due 15 calendar days after the end of the month for which data is being reported. Data shall be complete and accurate. MHCADSD will review each data submission and notify the agency of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

IV. FUNDING AND PERFORMANCE REQUIREMENTS

Funding Source

| Fund Source | Amount | Effective Dates |
|-----------------------|-----------|-----------------------|
| County (MIDD) MHCADSD | \$210,000 | 1/1/2009 – 12/31/2009 |
| | \$103,778 | 1/1/2010 – 12/31/2010 |
| | \$103,778 | 1/1/2011 – 12/31/2011 |
| | \$103,778 | 1/1/2012 – 12/31/2012 |
| | \$103,778 | 1/1/2013 – 12/31/2013 |
| County (MIDD) FTE DJA | \$115,000 | 1/1/2009 – 12/31/2009 |
| | \$141,222 | 1/1/2010 – 12/31/2010 |
| | \$126,453 | 1/1/2011 – 12/31/2011 |
| | \$128,651 | 1/1/2012 – 12/31/2012 |
| | \$136,595 | 1/1/2013 – 12/31/2013 |

County MHCADSD Appropriation:

1. MHCADSD will reimburse DJA actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug diversion court program and 1.0 FTE for expansion of women's group and enhancement of services for women with co-occurring disorders and trauma-related disorders, including suboxone actual costs up to \$175,000 for 2009.
2. MHCADSD will contract with the King County Department of Adult and Juvenile Detention for the delivery of CHOICES program through Learning Disabilities Association of Washington for actual costs up to \$35,000 for 2009 and 2010.
3. MHCADSD will reimburse DJA actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug diversion court program and suboxone actual costs up to \$68,778 for 2010.
4. MHCADSD will reimburse DJA actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug diversion court program and suboxone actual costs up to \$68,778 for 2011.
5. MHCADSD will contract with the King County Department of Adult and Juvenile Detention for the delivery of CHOICES program through Learning Disabilities Association of Washington for actual costs up to \$35,000 for 2011.
6. MHCADSD will reimburse DJA actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug diversion court program up to \$24,965.30 for 2012.

7. MHCADSD will reimburse DJA for eight units of recovery-oriented, transitional housing and on-site case management for young adults ages 18 to 26 from June 2012 to December 2012 for actual costs of up to \$29,508.56.
8. MHCADSD will contract with the King County Department of Adult and Juvenile Detention for the delivery of CHOICES program through Learning Disabilities Association of Washington for actual costs up to \$35,000 for 2012.
9. MHCADSD will reimburse DJA for eight units of recovery-oriented, transitional housing and on-site case management for young adults ages 18 to 26 for actual costs up to \$68,500 for 2013.
10. MHCADSD will contract with the King County Department of Adult and Juvenile Detention for the delivery of CHOICES program through Learning Disabilities Association of Washington for actual costs up to \$35,000 for 2013.

County DJA Appropriation:

DJA has FTE authority and appropriation for 1.5 FTE Housing Case Manager for a combined total of actual costs up to \$115,000 for 2009, \$141,222 for 2010, \$126,453 for 2011, \$128,651 for 2012, and \$136,595 for 2013.

V. REPORTING REQUIREMENTS

A. Monthly Reports

1. Summary of start-up (including FTE hire dates) and program activities for the 2009 time period only.
2. Summary of count and demographics of individuals served by the program; in addition to basic demographic information, military status and zip code are required.
3. Summary of services provided to each drug court participant.
4. Data per MIDD Evaluation Plan and MIDD Data Dictionary.
5. Housing case management activities summary.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

None required.

VI. REIMBURSEMENT PROCEDURES

A. Reimbursement for 1.5 FTE King County Housing Case Manager will be made in actual cost increments.

1. The Contractor shall report monthly staff coverage based on a 40-hour workweek.

2. If during the month less than 1.5 FTE time is provided, there will be a pro-rated reduction of the monthly reimbursement amount. The pro-rated reduction will be calculated based on a rate of cost per staff hour multiplied by the number of deficient staff hours; the product will be subtracted from the monthly payment with the result representing the actual reimbursement amount for the month.
- B. Reimbursement for 2009, through an interfund transfer for actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug court program and 1.0 FTE for expansion of women's group and enhancement of services for women with co-occurring disorders and trauma-related disorders, including suboxone, will be made in actual cost increments for the months of January through the month December 2009. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.
 - C. Reimbursement for 2010, through an interfund transfer for actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug court program and suboxone, will be made in actual cost increments for the months of January through the month December 2010. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.
 - D. Reimbursement for 2011, through an interfund transfer for actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug court program and suboxone, will be made in actual cost increments for the months of January through the month December 2011. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.
 - E. Reimbursement for 2012, through an interfund transfer for actual costs of salary and benefits for 1.0 FTE for the provision of evidence-based services to young adults (ages 18 to 24) in the adult drug court program will be made in actual cost increments for the months of January through May 2012. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.
 - F. Reimbursement for 2012, through an interfund transfer for actual costs of eight units of recovery-oriented, transitional housing and on-site case management for young adults ages 18 to 26, will be made in actual cost increments for the months of June through December 2012. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.
 - G. Reimbursement for 2013, through an interfund transfer for actual costs of eight units of recovery-oriented, transitional housing and on-site case management for young adults ages 18 to 26, will be made in actual cost increments for the months of January through December 2013. This interfund transfer is due to MHCADSD from DJA within 15 days after the end of each month, except at the end of the state fiscal year, the end of the calendar year, and the end of the state biennium, when an earlier date may be required.

VII. SPECIAL PROVISIONS

DJA, Drug Court Program Manager will meet regularly with DCHS/MHCADSD Project Manager for purposes of service coordination and progress reporting.

VII. ADDENDUM REVIEW

The program content of this addendum has been reviewed and approved by Mary Taylor MT initials, 5/20/13 date) of DJA, and by Jim Vollendroff JV initials, 5/14/13 date) of MHCADSD.

Approved:

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

DEPARTMENT OF JUDICIAL ADMINISTRATION

Jackie MacLean
Director

Barbara Miner
DJA/DDC Director and Superior Court Clerk

6/12/13
Date

5/22/13
Date

**ADDENDUM B
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
DRUG DIVERSION COURT**

I. SUBJECT

This agreement provides for the transfer of Division of Behavioral Health and Recovery (DBHR) funds received by the Department of Community and Human Services (DCHS)/Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to the King County Department of Judicial Administration (DJA). This agreement describes the working relationship, including roles and responsibilities, related to contract monitoring of both outpatient and residential substance use disorder (SUD) treatment contracts between DCHS/MHCADSD and DJA, which administers Drug Diversion Court (DDC). This agreement shall be in effect for the period July 1, 2011 through June 30, 2013.

State Drug Court, Criminal Justice Treatment Account (CJTA), and Mental Illness and Drug Dependency (MIDD) funds are to be used to provide treatment services to DDC. DCHS/MHCADSD has expertise in contract monitoring and is currently the department maintaining the administrative funds while DJA is solely responsible for the operation of DDC and the development of a spending plan associated with these dollars.

II. PURPOSE OF FUNDS

- A. The funds shall support SUD treatment services for individuals who are involved with DJA/DDC.
- B. Goals
1. To provide effective prevention and intervention strategies for those most at risk and most in need to reduce or prevent more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses.
 2. To reduce the incidence and severity of substance abuse and mental and emotional disorders in youth and adults.
 3. To reduce the number of people with mental illness and substance abuse using costly interventions like jail, emergency rooms, and hospitals.
 4. To provide structured outpatient, residential, and opiate replacement services to assist the client in reaching recovery from alcohol and drug addiction and arrange for other services as necessary, including relapse prevention, employability assessments, job-seeking motivation and assistance.
- C. Objectives
1. To develop specific and individualized treatment plans in accordance with American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC), which address the treatment needs, sobriety maintenance skills, family education, and relapse prevention, as needed by individuals referred or accepted for treatment.
 2. To ensure that a minimum of 67 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment will have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Chemical Dependency Services System Policies and Procedures (KCCDSS P&P) Manual.

D. Eligibility

King County Adult DDC participants.

III. SCOPE OF WORK

A. DCHS/MHCADSD will provide the necessary staff to fully perform the following duties:

1. Track the residential and outpatient services, Transitional Recovery Program, and the Co-Occurring Residential Program contracts, along with, the transportation budget and Emergency Services Patrol van expenditures. Provide to DJA, on a monthly basis, a single consolidated spreadsheet showing the amounts paid per contract and the amount remaining in each funding category;
2. Work with statewide certified programs to develop residential capacity;
3. Monitor completeness, quality, and timeliness of the Treatment and Assessment Report Generation Tool (TARGET 2000) data entry by all SUD agencies providing services under the contracts, provide technical assistance to SUD agencies, and track correction of reporting errors;
4. Ensure that SUD agencies conduct monthly financial screenings on each client served with State and CJTA funds under the contracts;
5. Provide technical assistance to SUD providers to promote improved agency performance related to client outcomes and contract compliance;
6. Support the King County Drug and Alcohol Coordinator and the DDC Program Manager in promoting the implementation of evidence-based treatment by DJA contracted agencies;
7. Provide format, forms, and written instructions to the DDC Program Manager regarding what information is necessary to complete reports required by DBHR on the use of State and CJTA funds associated with DDC services;
8. Work with DJA/DDC to ensure compliance with DBHR revenue contract requirements;
9. Process payment of invoices submitted by DJA using the fund source identified by DJA. Reconcile billed units with TARGET 2000 reports submitted by SUD agencies and identify discrepancies. Take responsibility for working with SUD agencies to correct any discrepancies between billed units and TARGET 2000 units prior to payment. Provide copies of all paid invoices to DJA;
10. Serve as liaison between DJA and DBHR and alert DDC to any policy and procedural changes to DJA funding; and

11. Notify DDC Program Manager if DJA duties are not performed satisfactorily. If issues are unresolved between the DDC Program Manager and the King County Drug and Alcohol Coordinator, DJA/DDC and DCHS/MHCADSD Department Directors will attempt to resolve issues to the satisfaction of both departments. If unable to resolve issues satisfactorily, this agreement can be terminated in part or in whole by agreement of both parties.

B. DJA will:

1. Employ a full-time equivalent Program/Project Manager II (PPM II) to support the administrative activities necessary to ensure compliance with revenue contract requirements;
2. Maintain billing invoices and backup documentation for invoices paid for using CJTA, or other State funds;
3. Maintain information on matching funds;
4. Provide input and direction to the scope of work of the MHCADSD DJA Liaison;
5. Develop processes to integrate the MHCADSD DJA Liaison into the DDC lines of communication;
6. Gather the necessary information to complete reports required by DBHR on the use of State, CJTA, and other funds associated with DDC services;
7. Require that agencies bill assessment, individual, and group services against their MHCADSD contract for DJA clients who receive Disability Lifeline benefits in the DDC Statement of Work when necessary;
8. Require that agencies bill Medicaid for DJA clients receiving Title XIX benefits and use the correct billing modifier in the DDC Statement of Work;
9. Develop the overall spending plan for DDC; and
10. Notify the King County Drug and Alcohol Coordinator if DCHS/MHCADSD duties are not performed satisfactorily. If issues are unresolved between the DDC Program Manager and the King County Drug and Alcohol Coordinator, DJA and DCHS/MHCADSD Department Directors will attempt to resolve issues to the satisfaction of both departments. If unable to resolve issues satisfactorily, this agreement can be terminated in part or in whole by agreement of both parties.

IV. FUNDING AND PERFORMANCE REQUIREMENTS

- A. DJA funding for SUD services shall be based on a fee for service basis at the County-negotiated rate.
- B. DJA and MHCADSD will work with contracted providers to ensure that a minimum of 67 percent of those clients entering outpatient treatment remain in treatment a minimum of 90 days.
- C. DJA shall submit a spending plan every six months covered for each State fiscal year as shown on the funding source table below that includes a billing schedule for DJA administration and spending for transportation and childcare that does not exceed 10

percent of the total CJTA funds. DJA shall provide to the King County Drug and Alcohol Coordinator a written request for changes to the spending plan. The King County Drug and Alcohol Coordinator shall approve the request unless the request is for a funding change that is not within the State's guidelines for allowable use of the funds. DJA shall be notified of the approval in writing. MHCADSD may not allow the changes if it creates an appropriation in excess of the Council-approved MHCADSD appropriation level.

| Funding Source | SFY 2012 | SFY 2013 | 2011-2013 Biennium |
|---|--------------------|--------------------|--------------------|
| Criminal Justice Treatment Account | | | |
| CJTA Base | \$1,921,274 | \$1,921,274 | \$3,842,548 |
| CJTA T19 Set-aside Amount | \$ 96,000 | \$ 96,000 | \$ 192,000 |
| Drug Courts | | | |
| Drug Court - State Funds | \$ 201,957 | \$ 202,151 | \$ 404,108 |
| DJA Match Requirements | \$2,123,231 | \$2,123,425 | \$4,246,656 |

- D. DJA shall track the entire match finding and provide a breakdown of the type of match provided for the DBHR CJTA funding. As the total of the funding changes, DJA may have to match more than the amount in the funding box. DJA shall be notified of the changes to the total amount to be provided as changes are made in the DBHR contract. DJA shall provide MHCADSD with the figures on a semi-annual basis on how the match is met and attesting that these match dollars are not from federal dollars and have not been used in any other contracts as match.
- E. If the expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this addendum, DCHS/MHCADSD may, upon written notification to the DJA, terminate this agreement in whole or in part. Notification will be made as early as possible to allow DJA time to locate other resources.

| State Drug Court and CJTA dollars | | | |
|--|----------------|------------|------------|
| Allowed Service (BARS) Description – Adult BARS# | Service Units | Rate* FY12 | Rate* FY13 |
| 54A Individual Adult Outpatient & Conjoint Counseling | Client Hours | *\$ 80.52 | *\$ 80.52 |
| 53A Group Therapy Adult Outpatient | Client Hours | *\$ 21.44 | *\$ 21.44 |
| 590 Opiate Substitution Treatment (Criminal Justice) | Dose Days | *\$ 13.81 | *\$ 13.81 |
| 72A Assessment – Adult | Per Assessment | *\$120.42 | *\$120.42 |

| State Drug Court and CJTA dollars | | | |
|---|--|---|---|
| Allowed Service (BARS) Description – Adult BARS# | Service Units | Rate* FY12 | Rate* FY13 |
| 64A Case Management, General (Criminal Justice) | Service Hours | *\$42.44 | *\$42.44 |
| 770 Urinalysis Tests | Per Screen (no more than eight tests per month for each patient) | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule of \$22.00 | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule of \$22.00 |
| Allowed Service (BARS) Description – Youth BARS# | Service Units | Rate* FY12 | Rate* FY13 |
| 58Y Youth - Individual Outpatient, Family and Conjoint Counseling | Client Hours | *\$ 80.52 | *\$ 80.52 |
| 57Y Youth – Group Therapy Outpatient | Client Hours | *\$ 26.44 | *\$ 26.44 |
| 74Y Youth – Assessment | Per assessment | *\$120.42 | *\$120.42 |
| 74.1Y Youth – Expanded Assessment | Per assessment | *\$177.69 | *\$177.69 |

| State Drug Court and CJTA dollars | | | |
|---|--|--|--|
| Allowed Service (BARS) Description – Youth BARS# | Service Units | Rate* FY12 | Rate* FY13 |
| 66Y Youth – Case Management, General (Criminal Justice) | Service Hours | *\$ 42.44 | *\$ 42.44 |
| 77Y Urinalysis Tests | Per Screen (no more than eight tests per month for each patient) | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule |
| 58Y Youth – Individual Outpatient, Family and Conjoint Counseling | Client Hours | *\$ 80.52 | *\$ 80.52 |
| 57Y Youth – Group Therapy Outpatient | Client Hours | *\$ 26.44 | *\$ 26.44 |
| 74Y Youth – Assessment | Per assessment | *\$120.42 | *\$120.42 |
| 74.1Y Youth – Expanded Assessment | Per assessment | *\$177.69 | *\$177.69 |
| 66Y Youth – Case Management, General (Criminal Justice) | Service Hours | *\$ 42.44 | *\$ 42.44 |

| State Drug Court and CJTA dollars | | | |
|--|---------------|--|--|
| Allowed Service (BARS) Description – Youth BARS# | Service Units | Rate* FY12 | Rate* FY13 |
| 77Y Urinalysis Tests | Per Screen | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule | As specified in the subcontract between the Agency and the Toxicology Agency under the WA State Department of Corrections Contract but not more than the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule |

*Compensation rates will be adjusted according to changes in the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule.

- F. MHCADSD County Alcohol and Drug Coordinator and/or designated MHCADSD staff and DJA DDC Program Manager or designated DJA staff will meet monthly and as needed or requested for the purpose of progress reporting.

V. REPORTING REQUIREMENTS

- A. MHCADSD will obtain and submit to DJA a monthly Title XIX report that shows the Total amount of Title XIX billed by Contractor and the amount paid to each Contractor.
- B. DJA will provide a quarterly report that shows how the match dollar requirement was provided for each quarter.
- C. DJA will provide a list of its providers and the amount of State, Medicaid, and local funds identified in this addendum paid to each individual provider. This will be submitted no later than July 1, 2011 for the July 2010 through June 2011 period, and no later than July 1, 2012 for the July 2011 through June 2012 period. This report and level of detail is required by DBHR.

VI. COMPENSATION AND METHOD OF PAYMENT

- A. DJA shall submit original Contractor invoices for payment to MHCADSD by the 22nd day of the month following the month of service.
- B. On each Contractor invoice submitted for processing and payment, DJA will determine that all clients for whom services are billed are DDC participants and will note on each invoice "reviewed." The invoice will be signed and dated by the DJA PPM II or the DJA Drug Court Program Manager.

- C. MHCADSD shall review the Contractor invoices and the supporting TARGET 2000 documents for accuracy of reporting units.
- D. MHCADSD will not accept invoices for payment and processing if the service month is 45 days or older. For example, an invoice for the service month of July 2011 will not be accepted after September 14, 2011. An exception to the maximum of 45 days is allowed for January and February invoices only. If the DJA agency amendments are still pending at the beginning of the year, these two service months are allowed up to 60 days to be submitted for payment.
- E. The due dates of the invoices are as stated above except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium when an earlier due date may be required. DJA will be notified of the due dates.
- F. The Org/Cost Center and Project assigned for DJA expenditures is 960008 and 1040188. Account 53105 will be used for CJTA expenditures and account 53102 for State Drug Court expenditures. Payment information during the 2011 time period is available from the Accounting Reporting Management System reports. Effective January 1, 2012, payment information is available from the Accountable Business Transformation Program.
- G. DJA will provide reports to MHCADSD, according to the reporting requirements stated in section V of this addendum, in a format approved by MHCADSD and completed according to minimum MHCADSD standards.

VII. ADDENDUM REVIEW

The program content of this addendum has been reviewed and approved by Mary Taylor (MT initials, 5/20/13 date) of DJA and by Jim Vollandroff (JV initials, 5/11/13 date) of MHCADSD.

Approved:

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

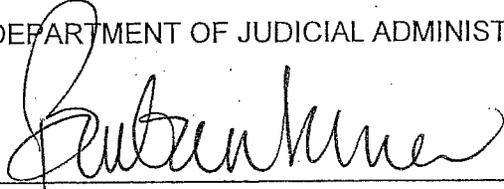


Jackie MacLean
Director

6/12/13

Date

DEPARTMENT OF JUDICIAL ADMINISTRATION



Barbara Miner
DJA/DDC Director and Superior Court Clerk

5/22/13

Date

**ADDENDUM C
MIDD SUPPLANTATION
DEPARTMENT OF JUDICIAL ADMINISTRATION
ADULT DRUG DIVERSION COURT BASE**

I. SUBJECT

Transfer of Mental Illness and Drug Dependency (MIDD) County Supplantation funds by the Department of Community and Human Services (DCHS)/Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to King County Department of Judicial Administration (DJA) for the Adult Drug Diversion Court Base Program. The program described in this Addendum is provided in accordance with the MIDD Fund Supplantation. This Addendum will be in effect for the period of January 1, 2010 through December 31, 2013.

II. PURPOSE OF FUNDS

To provide Adult Drug Diversion Court (ADDC) Program and related services to eligible defendants charged with felony drug and property crimes the opportunity for drug treatment and access to other ancillary services, such as mental health treatment, housing, transportation and job skills training. ADDC combines the resources of the criminal justice system, substance use disorder (SUD) treatment, and other community service providers to compel the substance-abusing offender to address his or her problem by providing an opportunity for treatment and holding the offender strictly accountable. ADDC currently has capacity for 350 cases.

III. SCOPE OF WORK

A. The Contractor shall provide the following:

9 FTEs in 2010 and 11 FTEs in 2011, 2012, and 2013 for Adult Drug Diversion Court Base (9400).

B. The Contractor shall ensure that MIDD Supplantation funds are only used for services associated with Adult Drug Diversion Court Base.

IV. FUNDING AND PERFORMANCE REQUIREMENTS

Funding Source

| Fund Source | Amount | Effective Dates |
|--------------------|-------------|-----------------------|
| County (MIDD SUPP) | \$1,269,249 | 1/1/2010 – 12/31/2010 |
| County (MIDD SUPP) | \$1,339,134 | 1/1/2011 – 12/31/2011 |
| County (MIDD SUPP) | \$1,369,082 | 1/1/2012 – 12/31/2012 |
| County (MIDD SUPP) | \$1,382,907 | 1/1/2013 – 12/31/2013 |

A. The total amount of reimbursement for this Addendum shall not exceed \$1,269,249 for the period January 1, 2010 through December 31, 2010.

B. The total amount of reimbursement for this Addendum shall not exceed \$1,339,134 for the period January 1, 2011 through December 31, 2011.

- C. The total amount of reimbursement for this Addendum shall not exceed \$1,369,082 for the period January 1, 2012 through December 31, 2012.
- D. The total amount of reimbursement for this Addendum shall not exceed \$1,382,907 for the period January 1, 2013 through December 31, 2013.

County MIDD SUPP Appropriation:

- A. DJA has FTE authority and appropriation for nine FTEs associated with Adult Drug Diversion Court Base for a total of up to \$806,393 and \$462,856 appropriation for services for 2010.
- B. DJA has FTE authority and appropriation for 11 FTEs associated with Adult Drug Diversion Court Base for a total of up to \$1,064,303 and \$274,831 appropriation for services for 2011.
- C. DJA has FTE authority and appropriation for 11 FTEs associated with Adult Drug Diversion Court Base for a total of up to \$1,094,251 and \$274,831 appropriation for services for 2012.
- D. DJA has FTE authority and appropriation for 11 FTEs associated with Adult Drug Diversion Court Base for a total of up to \$1,108,076 and \$274,831 appropriation for services for 2013.

V. REPORTING REQUIREMENTS

- A. Monthly Reports
None required.
- B. Quarterly Reports
None required.
- C. Semi-Annual Reports
Biannual reports of filled and vacant FTEs associated with this Addendum.
- D. Annual and Other One-Time-Only Reports
None required.

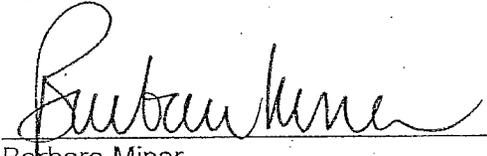
Approved:

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES


 Jackie MacLean
 Director

6/12/13
 Date

DEPARTMENT OF JUDICIAL ADMINISTRATION


 Barbara Miner
 DJA/DDC Director and Superior Court Clerk

5/22/13
 Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

Sea Mar Community Health Centers

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Sea Mar Community Health Centers that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

Sea Mar Community Health Centers intends to contract with King County for the following residential services.

RENEWER YOUTH TREATMENT CENTER: 10001 17th PLACE SOUTH, SEATTLE, WA

Location Address: ~~TURNING POINT: 113 25th AVENUE SOUTH, SEATTLE WA 98144~~ 98168

- 2 Adult Intensive Inpatient
- Adult Long-Term Care
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children
- Adult Withdrawal Management (Detox)
- Youth Withdrawal Management (Detox)

Maya...

Sea Mar Community Health Centers

10-15-2015

Date

[Signature]

King County MHCADSD

10-16-15

Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

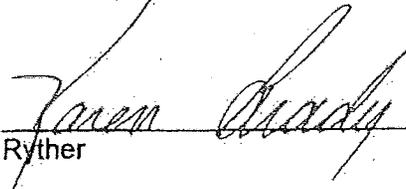
Ryther

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Ryther that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

Ryther intends to contract with King County for the following residential services.

Location Address: 11729 1/2 36th Ave NE; Seattle, WA 98125

- Adult Intensive Inpatient
- Adult Long-Term Care
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children
- Adult Withdrawal Management (Detox)
- Youth Withdrawal Management (Detox)



Ryther

10-09-15
Date



King County MHCADSD

10-16-15
Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

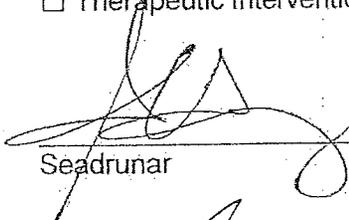
Seadrunar

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Seadrunar that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

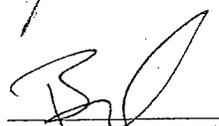
Seadrunar intends to contract with King County for the following residential services:

Location Address: 10344 14th Ave S. Seattle 98168

- Adult Intensive Inpatient
- Adult Long-Term Care
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children
- Adult Withdrawal Management (Detox)
- Youth Withdrawal Management (Detox)


Seadrunar

10-2-15
Date


King County MHCADSD

10-16-15
Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

Pioneer Human Services

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Pioneer Human Services that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

Pioneer Human Services intends to contract with King County for the following residential services.

CORP

Location Address: *11900 Beacon Ave. S. Seattle, WA*

- Adult Intensive Inpatient
- Adult Long-Term Care
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children
- Adult Withdrawal Management (Detox)
- Youth Withdrawal Management (Detox)

[Signature]

Pioneer Human Services

10/7/15
Date

[Signature]

King County MHCADSD

10-16-15
Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

Evergreen Recovery Centers

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Evergreen Recovery Centers that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

Evergreen Recovery Centers intends to contract with King County for the following residential services.

Location Address: 600 N. 130th SEATTLE WA 98133

- ^{women's} Adult Intensive Inpatient *(if MD is waited)* Adult Withdrawal Management (Detox)
- Adult Long-Term Care Youth Withdrawal Management (Detox)
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children

Linda Grant
Evergreen Recovery Centers

10/13/15
Date

BZ
King County MHCADSD

10-16-15
Date



King County

Memorandum of Intent (MOI)

Between

King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD)

And

Lakeside Milam Recovery Center

Beginning in April 2016, MHCADSD will support a network of King County SUD residential providers that address the SUD treatment needs of youth and adults. This MOI is a non-binding agreement between King County MHCADSD and Lakeside Milam Recovery Center that demonstrates the intentions of both parties to negotiate a contractual agreement for the provision of SUD treatment services.

Lakeside Milam Recovery Center intends to contract with King County for the following residential services.

Location Address: 17845 Amburum Blvd SW Seattle WA 98146

- Adult Intensive Inpatient
- Adult Long-Term Care
- Adult Recovery House
- Adult Co-Occurring
- PPW
- Youth Intensive Inpatient, Level I
- Youth Intensive Inpatient, Level II
- Youth Recovery House
- Therapeutic Interventions for Children
- Adult Withdrawal Management (Detox)
- Youth Withdrawal Management (Detox)

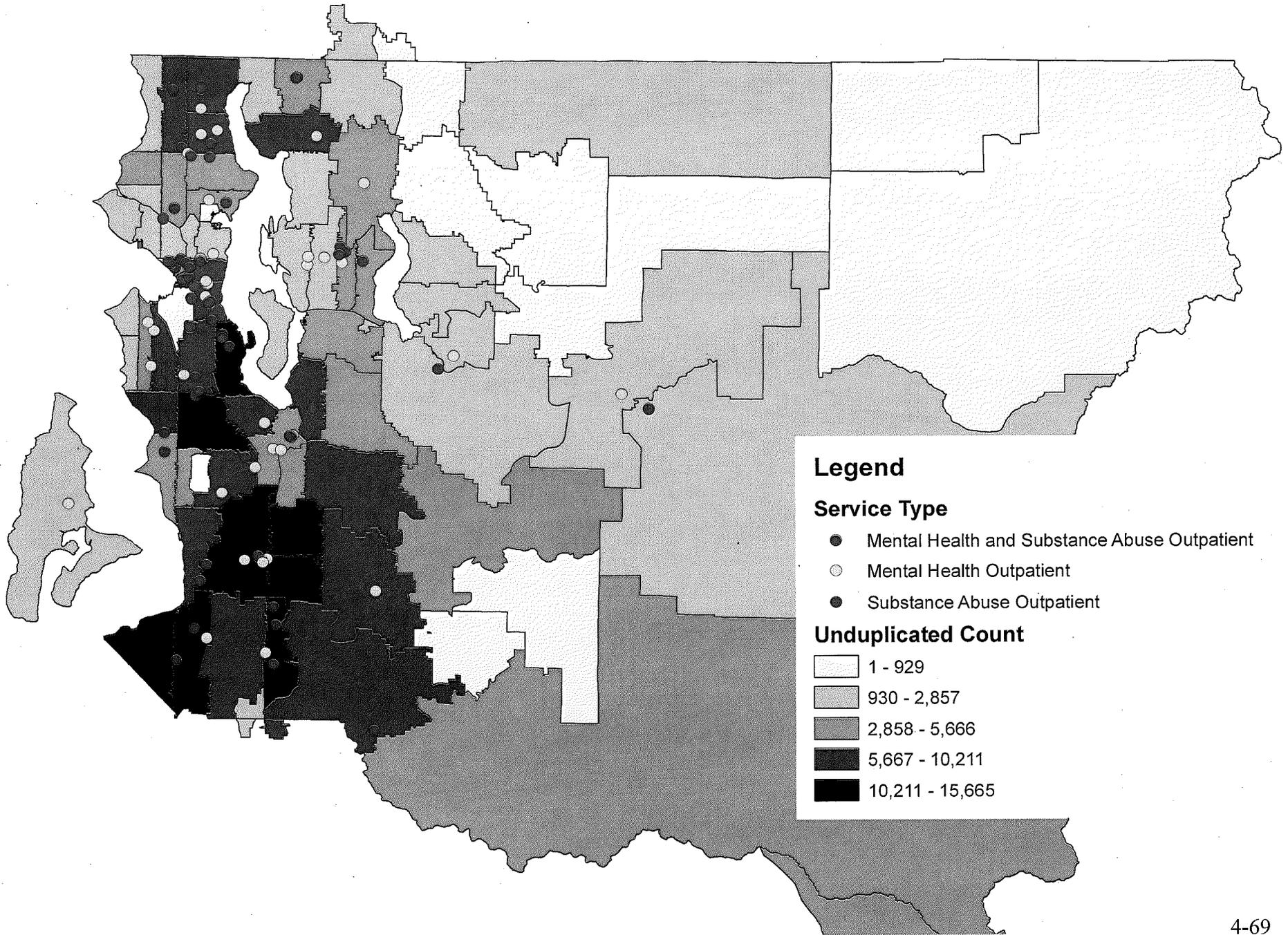
[Signature]
Lakeside Milam Recovery Center
Carlton M. Kester

10/2/15
Date

[Signature]
King County MHCADSD

10-16-15
Date

Number of Medicaid Eligible Persons in King County By Zip Code (March 2015)



| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|---|---|--|---|
| ASIAN COUNSELING AND REFERRAL SERVICE 206-695-7511 206-695-7600 www.acrs.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Asian/Pacific Islander ▪ All age groups | <ul style="list-style-type: none"> ▪ Rainier Valley <i>(Serves individuals from across King County)</i> |
| ATLANTIC STREET CENTER 206-329-2050 www.atlanticstreet.org | <ul style="list-style-type: none"> ▪ Mental Health | <ul style="list-style-type: none"> ▪ Children and families | <ul style="list-style-type: none"> ▪ Central District |
| AUBURN YOUTH RESOURCES 253-939-2202 | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Auburn |
| CATHOLIC COMMUNITY SERVICES 206-498-0810 253-850-2500 206-323-6336 www.ccsww.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Children and families (MH) ▪ Adult (MH & SUD) | <ul style="list-style-type: none"> ▪ Seattle ▪ Tukwila |
| CENTER FOR HUMAN SERVICES 206-362-7282 206-631-8874 http://www.chs-nw.org/ | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adults ▪ PPW ▪ Youth | <ul style="list-style-type: none"> ▪ Bothel ▪ Shoreline ▪ Montlake Terrace |
| COMMUNITY HOUSE MENTAL HEALTH 206-322-2387 www.chmha.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Residential/Housing (MH) | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Seattle |
| COMMUNITY PSYCHIATRIC CLINIC 206-545-2354 206-461-3614 www.cpcwa.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Residential/Housing (MH) | <ul style="list-style-type: none"> ▪ All age groups | <ul style="list-style-type: none"> ▪ Belltown ▪ Lake City Way ▪ Wallingford ▪ First Hill ▪ Northgate |

| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|--|---|---|---|
| CONSEJO COUNSELING AND REFERRAL SERVICE 206-461-4880 www.consejocounseling.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Primarily Hispanic/Latino ▪ All age groups | <ul style="list-style-type: none"> ▪ Bellevue ▪ Lake City Way ▪ Federal Way ▪ Kent ▪ Rainier |
| COWLITZ TRIBAL TREATMENT | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adult ▪ Youth | <ul style="list-style-type: none"> ▪ Tukwila |
| DOWNTOWN EMERGENCY SERVICE CENTER 206-464-6454 www.desc.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Housing (MH) | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Belltown ▪ Downtown Seattle |
| EVERGREEN HEALTH 425-899-6300 www.evergreenhealthcare.org | <ul style="list-style-type: none"> ▪ Mental Health | <ul style="list-style-type: none"> ▪ Older adults ▪ Medically complex adults and older adults | <ul style="list-style-type: none"> ▪ Home-based services provided throughout King County |
| EVERGREEN RECOVERY SERVICES | <ul style="list-style-type: none"> ▪ Residential (SUD) | <ul style="list-style-type: none"> ▪ PPW | <ul style="list-style-type: none"> ▪ Seattle |
| EVERGREEN TREATMENT SERVICES 206-223-3644 http://www.evergreentreatment.org/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder ▪ Opiate Substitution Treatment | <ul style="list-style-type: none"> ▪ Adult ▪ PPW | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations |
| FRIENDS OF YOUTH 425-869-6490 425-392-6367 http://www.friendsofyouth.org/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Issaquah |
| HARBORVIEW MENTAL HEALTH SERVICES 206-744-9600 http://uwmedicine.washington.edu/Patient-Care/Our-Services/Find-a-Clinic/Pages/clinic.aspx?clinicid=4715 | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adults ▪ Older adults | <ul style="list-style-type: none"> ▪ Seattle |

| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|--|---|--|---|
| INTEGRATIVE COUNSELING SERVICES 206-216-5000 http://www.icswa.com/Pages/default.aspx | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adult ▪ Youth | <ul style="list-style-type: none"> ▪ Seattle |
| INTERCEPT ASSOCIATES 253-941-7555 http://interceptassociates.com/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Federal Way |
| KENT YOUTH AND FAMILY SERVICES 253-859-0300 http://www.kyfs.org/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Kent |
| Lakeside Milam Recovery Centers http://www.lakesidemilam.com/ | <ul style="list-style-type: none"> ▪ Residential (SUD) | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Seattle |
| MUCKLESHOOT INDIAN TRIBE 253-939-3311 | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adult ▪ Youth | <ul style="list-style-type: none"> ▪ Auburn |
| MULTICARE HEALTH SYSTEM http://www.multicare.org/ | <ul style="list-style-type: none"> ▪ Mental Health | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Auburn ▪ Covington ▪ Kent |
| NAVOS 206-248-8226 www.navos.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Residential/Housing (MH) | <ul style="list-style-type: none"> ▪ All age groups | <ul style="list-style-type: none"> ▪ Burien ▪ West Seattle |
| NEW TRADITIONS 206-762-7207 www.new-traditions.org | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ PPW | <ul style="list-style-type: none"> ▪ Seattle |
| NORTHSHORE YOUTH AND FAMILY SERVICES 425-485-6541 | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Bothel |

| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|---|--|---|--|
| PIONEER COUNSELING SERVICES 206-470-3856 www.pioneerhumanservices.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Residential (Co-Occurring) | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Seattle – Multiple Locations ▪ Kent |
| RENTON AREA YOUTH AND FAMILY SERVICES 425-271-5600 ext. 30 http://www.rays.org/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Renton |
| RYTHER 206-517-0234 www.ryther.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorders | <ul style="list-style-type: none"> ▪ Children and families | <ul style="list-style-type: none"> ▪ Seattle ▪ Bellevue |
| SEADRUNAR | <ul style="list-style-type: none"> ▪ Substance Use Disorder ▪ Withdrawal Management (Detoxification) Services ▪ Residential (SUD) | <ul style="list-style-type: none"> ▪ Adult | <ul style="list-style-type: none"> ▪ Seattle |
| SEA MAR COMMUNITY HEALTH CENTERS 206-764-4700 www.seamarchc.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Residential (SUD) | <ul style="list-style-type: none"> ▪ Primarily Hispanic/Latino ▪ All age groups | <ul style="list-style-type: none"> ▪ Bellevue ▪ Kent ▪ Seattle – Multiple Locations |
| SEATTLE CHILDREN'S 206-987-2164 www.seattlechildrens.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Children and families | <ul style="list-style-type: none"> ▪ Main Hospital Campus ▪ Bellevue ▪ Seattle |
| SEATTLE COUNSELING SERVICE 206-323-1768 www.seattlecounseling.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Primarily sexual minorities ▪ All age groups | <ul style="list-style-type: none"> ▪ Seattle |
| SEATTLE INDIAN HEALTH BOARD 206-324-9360 Ex 1102 http://www.sihb.org/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder ▪ Residential (SUD) | <ul style="list-style-type: none"> ▪ Adult | <ul style="list-style-type: none"> ▪ Seattle |

| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|---|--|--|---|
| SNOQUALMIE TRIBE 425-831-5425 425-831-2100 http://www.snoqualmienation.com/content/raging-river-recovery-center | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Adult ▪ Youth | <ul style="list-style-type: none"> ▪ North Bend ▪ Snoqualmie |
| SOUND MENTAL HEALTH 206-302-2300 206-455-7929 (<i>Deaf services video phone</i>) www.smh.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Residential/Housing (MH) | <ul style="list-style-type: none"> ▪ All age groups ▪ Deaf and Hard of Hearing ▪ Developmentally Disabled | <ul style="list-style-type: none"> ▪ Auburn ▪ Bellevue ▪ Northgate ▪ Seattle ▪ Tukwila |
| THERAPEUTIC HEALTH SERVICES 206-322-7676 (<i>Children & Families</i>) 206-723-1980 (<i>Adults</i>) 206-323-0930 http://ths-wa.org/ | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Opiate Substitution Treatment | <ul style="list-style-type: none"> ▪ Primarily African American ▪ All age groups ▪ PPW | <ul style="list-style-type: none"> ▪ Bellevue ▪ Kent ▪ Shoreline ▪ Seattle – Multiple Locations |
| TRANSITIONAL RESOURCES https://transitionalresources.org/ | <ul style="list-style-type: none"> ▪ Mental Health ▪ Residential/Housing (MH) | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Seattle |
| VALLEY CITIES 253-939-4055 www.valleycities.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder ▪ Housing (MH) | <ul style="list-style-type: none"> ▪ All age groups | <ul style="list-style-type: none"> ▪ Auburn ▪ Des Moines ▪ Federal Way ▪ Kent ▪ Renton |
| WASHINGTON ASIAN PACIFIC ISLANDER FAMILIES AGAINST SUBSTANCE ABUSE (WAPI) 206-223-9578 http://wapiseattle.org/blog/ | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Asian /Pacific Islander ▪ Youth | <ul style="list-style-type: none"> ▪ Seattle |
| WCHS, Inc | <ul style="list-style-type: none"> ▪ Opiate Substitution Treatment | <ul style="list-style-type: none"> ▪ Adults | <ul style="list-style-type: none"> ▪ Renton |

| KCRSN BEHAVIORAL HEALTH AGENCIES | SERVICES | POPULATION SERVED | OFFICE LOCATION(S) |
|--|---|---|--|
| YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER SEATTLE 206-382-5340 www.yfamilyservices.org | <ul style="list-style-type: none"> ▪ Mental Health ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Primarily children and families ▪ Adult (SUD) ▪ Youth (SUD) | <ul style="list-style-type: none"> ▪ Seattle |
| YOUTH EASTSIDE SERVICES 425-747-4937 | <ul style="list-style-type: none"> ▪ Substance Use Disorder | <ul style="list-style-type: none"> ▪ Youth | <ul style="list-style-type: none"> ▪ Bellevue |

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 – TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2015

Contractor Crisis Clinic
Project Title Mental Health Services and Mental Illness and Drug Dependency Services
Contract Amount \$ 2,198,117
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726069 is entered into by KING COUNTY (the "County"), and Crisis Clinic (the "Contractor") whose address is 9725 Third Avenue NE, Suite 300, Seattle, Washington, 98115.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES |
|--|----------------|-------------------------|
| COUNTY (MIDD) | \$400,000 | 01/01/2015 - 12/31/2016 |
| FEDERAL (CD) Federal Catalogue No. 93.243 | \$133,079 | 01/01/2015 - 08/31/2015 |
| STATE (MH) | \$1,665,038 | 01/01/2015 - 12/31/2015 |
| TOTAL | \$2,198,117 | 01/01/2015 - 12/31/2016 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I. **Incorporation of Exhibits**

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

| | |
|---|--------------------------------|
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit I |
| <u>Inpatient Authorization</u> | Attached hereto as Exhibit II |
| <u>Emergency Telephone Services</u> | Attached hereto as Exhibit III |
| <u>Youth Suicide Prevention</u> | Attached hereto as Exhibit IV |
| <u>Screening, Brief Intervention, Referral to Treatment Substance Use Disorder – Next-Day Appointment Project</u> | Attached hereto as Exhibit V |

II. Term and Termination

- A. This Contract shall commence on January 1, 2015, and shall terminate on December 31, 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

V. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

VI. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal

agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/DCHS/contracts>

VIII. Audits

- A. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year audited financial statement prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County, such as the OMB Single Audit requirement, will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.
- C. A Contractor that is not subject to the OMB Single Audit requirement may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and
2. There has been no turnover in key staff since the beginning of the period for which the audit was completed.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

X. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying

to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the

Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

XIII. Assignment/Subcontracting

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:
- "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/DCHS/contracts>.

XV. Conflict of Interest

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX. Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII. Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. Contractor Certification

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at <http://www.kingcounty.gov/DCHS/contracts> and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CRISIS CLINIC

DocuSigned by:
Steve Andruszewski FOR
King County Executive
1/5/2015
Date

EEEF65920C944F
Kathleen Southwick
Signature
DocuSigned By: Kathleen Southwick
Kathleen Southwick
Name (Please type or print)
1/5/2015
Date

Approved as to Form:
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY



CRISI-1 OP ID: KA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Redmond General Insurance Agcy PO Box 847 Redmond, WA 98073-0847 Robert B Bell | CONTACT NAME: Robert B Bell PHONE (A/C No, Ext): 425-885-2283 FAX (A/C, No): 425-885-6631 E-MAIL ADDRESS: | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|--|---|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Granite State Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Lexington Insurance Company | | INSURER B : Granite State Insurance Co. | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
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| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED Crisis Clinic 9725 3rd Ave NE #300 Seattle, WA 98115-2030 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | ADDL INSUR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------|-------------------------------------|--|--------------------------|--------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab | X | | 41LX0092712180 41LX0092712180 \$1,000,000 /\$3,000,000 | 07/01/2014 07/01/2014 | 07/01/2015 07/01/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 02CA06614455340 | 07/01/2014 | 07/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 41UD0002742898000 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | | Y/N <input type="checkbox"/> N/A | 41-JD-00274289-8 WA STOP GAP | 07/01/2014 | 07/01/2015 | PER STATUTE <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 see additional insured wording attached

| | |
|---|---|
| CERTIFICATE HOLDER KINGCH2 King County Mental Health, Chemical Abuse & Dependency Services Division 401 Fifth Ave #400 Seattle, WA 98104 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robb Bell |
|---|---|

| | | | | |
|-----------------|----------------|---------------|-----------|-----------------|
| NOTEPAD: | HOLDER CODE | KINGCH2 | CRISI-1 | PAGE 2 |
| | INSURED'S NAME | Crisis Clinic | OP ID: KA | Date 07/03/2014 |

King County, its officers, officials, employees and agents are added as Additional insured per form 86571 08.04 but only with respects to operations of the Named Insured. RE James Peacy MD; Robert McConaughy MC, Linda Ford, MD & William Womack MC; Physicians, whether salaried or contracted by the Named Insured are under this scope of their duties on behalf of the Named Insured only.

Excess Policy follows form to General Liability

***10 days notice for non payment of premium ***

Misc. Professional Liability - Claims Made
 \$1,000,000 Ea Wrongful Act or Series of Continous, repeated or related
 Wrongful Acts, \$1,000,000 Aggregate

Abuse & Molestation: \$250,000 Each Incident Limit / \$500,000 Aggregate
 Limit Retro date 12-31-2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY EXTENSION ENDORSEMENT FOR
HUMAN SERVICES PROGRAMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. DEFENSE EXTENSION

The following is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected Or Intended Injury and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, a. Knowing violation Of Rights Of Another**

However, we will reimburse you for the sums that you voluntarily reimburse to an "employee" of yours for the reasonable and necessary defense costs that he or she incurs in order to defend himself or herself against criminal charges made against him or her, but this insurance only applies if:

1. The alleged acts out of which such criminal charges arise are alleged to have:
 - a. Arisen out of and in the course of your employment of the "employee"; and
 - b. Been committed by your "employee" against a client of your Human Services facility; and
 - c. Taken place during that period of time that the "employee" was employed by you; and
 - d. Taken place during the policy period and in the "coverage territory"; and
2. All the criminal charges are either dismissed without prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

This exception does not apply to any reimbursement of sums that you voluntarily reimburse to your "employee" for the reasonable and necessary defense costs that he or she incurs in order to defend himself or herself against criminal charges made against him or her:

1. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft; or
2. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar

finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

3. For any type of civil charge(s) whatsoever.

The most we will pay for defense under this defense extension is \$25,000.

B. LEGAL LIABILITY EXTENSION

1. The last paragraph of **Section I – Coverages A – 2. Exclusions**, is deleted and replaced by the following:

Exclusions c. through n. do not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and

- b. damage caused by a "resident";

to premises rented to you or temporarily occupied by you with the permission of the owner.

2. Paragraph 6. of **Section III – Limits of Insurance** is deleted and replaced by the following:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **COVERAGE A** for damages because of "property damage":

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and

- b. caused by a "resident";

to premises, rented to you or temporarily occupied by you with the permission of the owner. **Damage To Premises Rented To You Limit** is the greater of:

- a. \$200,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; or

b. The Damage To Premises Rented To You Limit shown in the Declarations; and

c. \$25,000 for damages caused by a "resident".

3 Paragraph 4.b.(b) of Section IV – Commercial General Liability Conditions – Other Insurance, is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph a., "Insured Contract", of paragraph 9. of Section V – Definitions is deleted and replaced by:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, or leaks from sprinklers to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. The following is added to SECTION V. Definitions:

"Resident" means a person who is disabled and placed by the insured.

C. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUND RAISING EVENTS

Paragraph c. of 2. Exclusions, COVERAGE A (SECTION I) is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any fund-raising events.

D. VIOLATION OF RIGHTS OF RESIDENTS COVERAGE (PATIENT'S RIGHTS)

1. The following is added to Section I – Coverages – Coverage A, paragraph 1. Insuring Agreement:

"Bodily injury" damages arising out of the violation of "Rights of Residents" shall be deemed an "occurrence."

2. As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to Section I – Coverages – Coverage A – 2: Exclusions:

This insurance does not apply to:

p. Liability arising out of the willful or intentional violation of "Rights of Residents."

q. Fines or penalties assessed by a court or regulatory authority.

r. Liability arising out of any act or omission in the furnishing or failure to furnish professional services in the medical treatment of "residents".

3. As respects the violation of "Rights of Residents" Coverage the following definition is added to Section V -- Definitions:

"Rights of residents" means:

a. Any right granted to a resident under any state law regulating your business as a health care facility.

b. The "rights of residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

E. WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

F. WHO IS AN INSURED

Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties for the insured:

a. "Employees";

b. "Volunteer Workers";

However, no "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while

performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

c. An Independent Contractor is an Insured only for the conduct of your business and solely while performing services for a client of the Named Insured;

d. Medical directors and administrators, including professional persons;

e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;

d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;

e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any State or Political Subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

h. Students in training, but not for “bodily injury” or “property damage” arising out of his or her rendering or failure to render professional services to patients;

i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;

j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;

k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, “your work” for

the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

- (1) The Limits of Insurance provided on behalf of the Additional Insured(s) are not greater than those required by such contract.
- (2) The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions, and conditions of this policy apply.
- (4) In no event shall the coverages or Limits of Insurance in this endorsement be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- (1) "Bodily injury" or "property damage" occurring after:
 - (a) All work on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Additional Insured(s) who are architects, engineers, or surveyors, this insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent, or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 4.a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

**EXHIBIT II
CRISIS CLINIC
INPATIENT AUTHORIZATION**

I. WORK STATEMENT

The Contractor shall authorize, certify, and manage length of stay (LOS) for voluntary inpatient services and length of stay for involuntary inpatient services. The Contractor shall operate 24 hours a day, 7 days a week.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------|-------------|-------------------------|
| State | \$1,053,463 | 01/01/2015 – 12/31/2015 |

The total reimbursement for this Exhibit shall not exceed \$1,053,463 for the period of January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

To ensure access to inpatient services is judiciously limited to those for whom there are no appropriate diversion or outpatient resources available.

B. Objectives

1. To ensure medical necessity criteria are applied to cases where inpatient services are being sought.
2. To provide care coordination and LOS management for individuals who are voluntarily or involuntarily hospitalized.
3. To ensure that appropriate alternatives to inpatient hospitalization are used whenever possible.
4. To ensure that overall LOSs are reduced through active facilitation of treatment and discharge planning.
5. To collaborate and coordinate with community-based mental health and other social service providers to ensure continuity of care between inpatient and outpatient services.

C. Eligibility

Children and adults enrolled or eligible for enrollment in Medicaid or other state medical programs and who reside in King County are eligible for services. Residency determinations shall follow procedures outlined in Inpatient Services Level of Care of the King County Mental Health Plan Policies and Procedures (KCMHP P&P).

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall ensure that authorizations meet the requirements specified by the Department of Social and Health Services and/or Health Care Authority and the KCMHP P&P.
2. The Contractor shall:
 - a. Consult with outpatient providers regarding client status and the level of care appropriate for clients who are enrolled in the KCMHP;
 - b. Consult ProviderOne prior to all authorization decisions to determine if a Regional Support Network (RSN) other than King County RSN is listed as the current RSN (if so, do not authorize and ask the hospital or professional requesting the authorization to contact the responsible RSN);
 - c. Manage denials of inpatient care, including retrospective requests and denials of voluntary LOS extensions;
 - d. Ensure that the denial rate for voluntary inpatient hospitalization is reliable and consistent among all Contractor psychiatrists:
 - i. The denial rate shall be calculated by the County using data from the Reliability of Authorization Decisions Quarterly Reports submitted by the Contractor; and
 - ii. If the denial rate of any psychiatrist shows statistically significant variation for two quarters in a row, then the Contractor will be out of compliance with this Exhibit and corrective action will be required;
 - e. Collaborate with the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to ensure a Notice of Action is provided for all Medicaid recipients for whom authorization is denied;
 - f. Apply the medical necessity criteria approved by MHCADSD and the process for evaluating the necessity for voluntary LOS extension requests, including administrative days;
 - g. Authorize medically necessary voluntary LOS extensions;
 - h. Authorize involuntary LOS extensions for inpatient care of clients detained longer than 20 days at inpatient facilities other than a state hospital or a local evaluation and treatment facility;
 - i. Notify the MHCADSD Clinical Specialist when a hospital requests a third LOS extension for voluntary clients, or for involuntary clients placed in hospitals other than Harborview or Navos Evaluation and Treatment Facility;
 - j. Manage retrospective authorizations according to the KCMHP P&P;

- k. Provide MHCADSD with information on non-enrolled persons for whom authorization for payment for voluntary inpatient admission is sought;
 - l. Notify providers when a Next-Day Appointment has been scheduled for unenrolled adults and those who have been placed in the Diversion Beds, and facilitate communication between referring entities and the providers when necessary;
 - m. Maintain all required documentation, electronic and hard copy, in a manner that maintains privacy and confidentiality;
 - n. Enter the state-mandated authorization and discharge information into ProviderOne within the required time frames;
 - o. Enter data into the MHCADSD Information System (IS) Inpatient Authorization Application either as described in the KCMHP P&P or in Inpatient Authorization Application procedures and in an appropriate format; and
 - p. Enter data into the MHCADSD IS regarding the following hospitalizations (that may be authorized by a different entity and process than the Crisis Clinic) including:
 - i. For persons who have Medicare and Medicaid wherein the Medicare benefit is not exhausted;
 - ii. For persons who have private insurance and Medicaid wherein the private insurance benefit is not exhausted; and
 - iii. Out-of-county involuntary hospitalizations of King County residents.
3. The Contractor shall participate in County-sponsored meetings that facilitate program operations, including but not limited to the Information System Advisory Committee.
 4. The Contractor shall maintain written policies and procedures describing the inpatient authorization, LOS management, denial, care coordination, retrospective authorization functions, and privacy and security. Any proposed changes to Contractor policies and procedures must be submitted to MHCADSD for prior approval.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit monthly a Billing Invoice Package (BIP) that consists of a paper Reimbursement Request provided by the County and other reporting requirements as stated in Section IV. REPORTING REQUIREMENTS.
2. The BIP shall be completed according to minimum standards as defined in the MHCADSD Standards.
3. The BIP is due within 15 days after the end of each month, except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium, when an earlier due date may be required.

B. Method of Payment

1. Payment will be made monthly in the amount of \$87,789 for the period of January through November 2015 and \$87,784 for the month of December 2015.

2. Reimbursement shall not exceed \$1,053,463 for the period of January 1, 2015 through December 31, 2015.
3. Payments will not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit the Hospitalization Requests/Residency in Question Monthly Log Report in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report must be submitted successfully before the BIP will be considered to be complete.

B. Quarterly Reports

1. The Contractor shall submit the Inpatient Authorization Response Times Quarterly Report in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report and plan must be submitted successfully before the BIP will be considered to be complete.
2. The Contractor shall submit the Reliability of Authorization Decisions Quarterly Report in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report must be submitted successfully before the BIP will be considered to be complete.

C. Semi-Annual Reports

None required.

D. Annual Reports and Other One-Time-Only Reports

None required.

**EXHIBIT III
CRISIS CLINIC
EMERGENCY TELEPHONE SERVICES**

I. WORK STATEMENT

The Contractor shall provide readily accessible Emergency Telephone Services 24 hours a day, 7 days a week. The Emergency Telephone Services shall include telephone screening, initial assessment for triage, and referral services to any person experiencing a crisis and/or emergency for whom a mental health disorder cannot be ruled out, or any person, organization, or mental health professional acting on behalf of that person for the purpose of arranging voluntary or involuntary emergency mental health services.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------|-----------|-------------------------|
| State | \$611,575 | 01/01/2015 – 12/31/2015 |

The total reimbursement for this Exhibit shall not exceed \$611,575 for the period of January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

To provide emergency telephone services including crisis intervention, referral information about available services, linkage to treatment resources, and other information as necessary.

B. Objectives

1. To provide 24-hour emergency telephone screening, assessment, and referral of children and adults in crisis.
2. To provide access to the King County Mental Health Plan (KCMHP) Next Day Appointment (NDA) system.
3. To provide Mobile Crisis Team dispatch for individuals in crisis.

C. Eligibility

Any individual or any person acting on behalf of an individual for whom a mental health disorder cannot be ruled out.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide:
 - a. Emergency telephone screening, assessment, and referral of children and adults who are not authorized in KCMHP outpatient services following the Standardized Initial Crisis Screening Protocol (SICSP) in the KCMHP Policies and Procedures (KCMHP P&P);
 - b. Scheduling of emergency NDAs at the designated mental health crisis service providers, according to the Next Day Appointment Minimum Requirements in the KCMHP P&P, and facilitation of communication between referring entities and providers when indicated;
 - c. Identification of persons authorized in the Mental Health Plan (MHP) for outpatient benefit services and linkage of those persons to case managers following established protocols;
 - d. Identification for police officers, authorized family members, and others, depending upon the nature of the crisis, according to applicable laws regarding confidentiality;
 - e. Dispatch of the Mobile Behavioral Health Crisis Team (MCT) following established protocols;
 - f. Referral and linkage to King County Crisis and Commitment Services following established protocols; and
 - g. Dispatch of Children's Crisis Outreach Response System following established protocols.
2. All Contractor crisis phones shall be answered within 30 seconds or five rings.
3. Crisis phones shall be answered by qualified persons who are proficient or can immediately access personnel proficient in the use of Telecommunication Devices for the Deaf (TDD) for the hearing impaired or interpreters for limited English proficient population(s).
4. The Contractor shall meet the following quarterly outcome measures:
 - a. 75 percent of callers are to be immediately connected to a live telephone worker; and
 - b. Hold times for all other callers shall not exceed an average of 30 seconds.
5. The Contractor shall maintain staffing with relevant credentials.
 - a. All telephone workers shall be supervised by a mental health professional as per WAC 388-865. All telephone workers shall have access to consultation from a Children's Mental Health Specialist at all times. There shall be a mental health professional on site at all times, except during the midnight to 8 a.m. shift, provided that mental health professional telephone consultation is immediately available to clinical staff.

- b. All telephone workers shall be provided with training in crisis intervention, recognition of suicide potential, major mental disorders and related organic problems, the Involuntary Treatment Act, diversity of communication styles, specific issues related to children, organization of the public mental health system, and local community resources.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit monthly a Billing Invoice Package (BIP) that consists of a paper Reimbursement Request provided by the County and other reports submitted electronically as stated in Section IV. REPORTING REQUIREMENTS.
2. The BIP shall be completed according to minimum standards as defined in the MHCADSD Standards.
3. The BIP is due within 15 days after the end of each month, except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium, when an earlier due date may be required.

B. Method of Payment

1. Crisis Phone Line

Payments shall be made monthly in the amount of \$40,548 for the period of January through November 2015 and \$40,547 for the month of December 2015, not to exceed \$486,575 for the exhibit period.

2. NDA Scheduling

Payments shall be made monthly in the amount of \$1,250 for the period of January through December 2015, not to exceed \$15,000 for the exhibit period.

3. Mobile Crisis Team Dispatch

Payments shall be monthly in the amount of \$9,167 for the period of January through November 2015 and \$9,163 for the month of December 2015, not to exceed \$110,000 for the exhibit period.

4. Total reimbursement for the Exhibit shall not exceed \$611,575 for the period of January 1, 2014 through December 31, 2014.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. The Contractor shall submit the Next Day Appointment Monthly Report in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
2. The Contractor shall submit the Mobile Crisis Team Monthly Dispatch Report in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.

B. Quarterly Reports

1. The Contractor shall submit the Caller Data Report: Crisis Line Quarterly Report in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
 - a. The Caller Data Report: Crisis Line Quarterly Report shall include call volume information and KCMHP referral data.
 - b. The Caller Data Report: Crisis Line Quarterly Report shall be submitted at the same time as the March, June, September, and end of the year BIP.
2. The Contractor shall submit the Quarterly Access Report in an electronic format provided by the County to the MHCADSD secure file server according to the Secure File Transfer instructions provided by the County.
 - a. The Quarterly Access Report shall include NDAs and Non-Emergent Outreaches (NEOs) scheduled, referrals, average wait time, and access rate.
 - b. The Quarterly Access Report is due at the same time as the March, June, September, and end of the year BIP.
3. All reports must be submitted successfully before the BIP will be considered to be complete.

C. Semi-Annual Reports

The Contractor shall submit the Grievances and Fair Hearings Semi Annual Report in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report must be submitted successfully before the BIP will be considered to be complete.

1. The report shall include:
 - a. Number and type of grievances received and the number resolved, and fair hearings according to the template format of the DSHS; and
 - b. Grievances occurring at subcontractors.
2. Report due dates are as follows:
 - a. The report covering the period of October 1, 2014 through March 31, 2015 shall be submitted no later than April 15, 2015; and
 - b. The report covering the period of April 1, 2015 through September 30, 2015 shall be submitted no later than October 15, 2015.

D. Annual Reports and Other One-Time-Only Reports

1. The Contractor shall submit a report that reconciles the expenditures shown on The Contractor's or subcontractor's annual financial audit to Budget, Accounting and Reporting System (BARS) expenditure categories. The report shall be submitted in hard copy and is due 30 days after the Contractor receives its financial audit.

2. The Contractor shall submit an annual Revenue and Expenditure Report following BARS supplemental instructions in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report for 2014 will cover the period of January 1, 2014 to December 31, 2014 and shall be submitted no later than January 31, 2015. The report for 2015 will cover the period of January 1, 2015 through December 31, 2015 and shall be submitted no later than January 31, 2016. The report must be submitted successfully before the BIP will be considered to be complete.

**EXHIBIT IV
CRISIS CLINIC
YOUTH SUICIDE PREVENTION**

I. WORK STATEMENT

The Contractor shall provide school-based suicide prevention services to youth, parents, and schools. The services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #4d – *School-Based Suicide Prevention* and strategy #4c – *School-Based Mental Health and Substance Abuse Services*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|-----------|-------------------------|
| County (MIDD) | \$200,000 | 01/01/2015 – 12/31/2015 |
| County (MIDD) | \$200,000 | 01/01/2016 – 12/31/2016 |
| Total | \$400,000 | 01/01/2015 – 12/31/2016 |

The total amount of reimbursement for this Exhibit shall not exceed \$400,000 for the period January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and adults.
2. To increase knowledge and skills of suicide prevention, intervention, and postvention strategies among parents and guardians.
3. To increase schools' development of suicide prevention, suicide intervention, suicide postvention, and crisis response strategies.

B. Objectives

1. To train youth on stress management and suicide prevention.
2. To train parents and other adults on identification of early signs of stress, depression, and suicide ideation, and how to handle these issues in families and in youth-serving organizations.
3. To train school personnel on suicide and youth stress and depression issues.
4. To support schools in the development of policies and procedures for preventing youth suicide and a comprehensive suicidal crisis response.
5. To train MIDD 4c contractors in Applied Suicide Intervention Skills Training (ASIST).

C. Eligibility

The eligible populations for service are:

1. King County school students, ages 12 to 19 years old; and
2. King County school personnel, parents, guardians, and other adults.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall be responsible for recruiting, hiring, training, assigning, and supervising qualified staff members who have the necessary skills and knowledge to plan and implement this prevention project; this includes a subcontract with the Washington State Youth Suicide Prevention Program (YSPP). The staffing for this project shall include:
 - a. 2.0 Full-Time Equivalent (FTE) Youth Outreach and Training Suicide Prevention Specialists; and
 - b. 1.0 FTE Adult Outreach and Training Suicide Prevention Specialist through YSPP.
2. The Contractor shall provide planning and implementation of the school-based suicide prevention program including systematic coordination with YSPP to ensure that Crisis Clinic and YSPP are working together, strategically coordinating services, providing integrated services within schools and school districts, and meeting specific training needs of the schools for students, parents/guardians, and school personnel.
3. The Crisis Clinic and YSPP shall inform and offer each other's services to school personnel and assist each other in gaining access to schools and school districts.
4. The Contractor shall plan and implement the following services:
 - a. Suicide awareness presentations in schools to youth ages 12 to 19 years old that raises awareness of suicide and assists students to understand the warning signs of suicide, with a focus on how to get help for themselves or their friends;
 - b. Teacher training in schools that provides information to faculty and other school staff about depression, suicide, suicide warning signs, and basic intervention strategies;
 - c. Education in community locations that provides information to parents, guardians, and other adults on childhood depression, suicide, and community crisis resources, as well as skill building to help youth deal with stress and depression;
 - d. Assistance and consultation to school sites in developing policies and procedures regarding youth suicide prevention, suicide intervention, and crisis response that will assist school leadership in identifying students at risk and intervening with appropriate interventions, and engaging families, outside support systems, and community resources;
 - e. A review of school sites on the increased quality of their crisis response plans for suicide prevention, intervention, and postvention, using a standardized scoring instrument, and contact with those schools that do not have an overall adequate

plan at least annually, in order to offer assistance, support, and consultation on their plan; and

- f. Current data and developmentally appropriate materials for presentations, trainings, education, and consultations.
5. The Contractor shall meet the minimum numbers each calendar year as follows:

| Description | TEEN LINK Youth | YSP Adults |
|---------------|--------------------|---------------|
| Presentations | 130 | 40 |
| Participants | 3,250 | 1,500 |

6. The Contractor shall ensure availability of the program throughout King County.
7. The Contractor shall coordinate with relevant organizations including schools, school health clinics, school districts, Public Health – Seattle & King County, mental health providers serving children of active military personnel, and other King County youth serving agencies.
8. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the quarter for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.
9. The Contractor shall comply with County requests for information needed to ensure quality assurance of products and services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary (RRS) by service quarter as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service quarters. The Contractor shall submit an invoice even for service quarters when there are no services provided or no reimbursements payable to the Contractor.

- a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
 6. The Contractor shall submit the BIP within 15 days after the end of each service quarter. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
 7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed in quarterly amounts of \$50,000 not to exceed \$400,000 for the period January 1, 2015 through December 31, 2016.
2. The Contractor shall be reimbursed for 3.0 FTEs.
 - a. The Contractor shall provide 40 payroll hours per week per FTE. The Contractor shall submit staff hours on the Teen Link and YSPP Summary of Activities and Staff Hours Quarterly Report.
 - b. Total staff payroll hours provided for the quarter shall include the actual hours worked, holidays, jury duty, bereavement, sick and vacation leave up to five consecutive business days.
 - c. The quarterly reimbursement amount shall be prorated if less than the required total FTE hours are provided. The adjusted reimbursement shall be calculated as follows:
 - i. $\text{Total hours per workday} / \text{total payroll hours to be provided} = \text{Percent of FTE provided.}$
 - ii. $\text{Percent of FTE provided} \times \text{quarterly amount} = \text{prorated quarterly reimbursement.}$
3. The County reserves the right to pro-rate the second quarter and fourth quarter payments if the minimum numbers are not met. The proration will be based on the percent of underperformance as follows:

$$\text{Actual \# Provided} \div \text{by Total \# Expected} = \text{Percent of Payment}$$

4. The Contractor shall be reimbursed for services reported on the original RRS form.
5. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
6. The quarterly payment to The Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

II. REPORTING REQUIREMENTS

A. Monthly Reports

None required.

B. Quarterly Reports

1. The Contractor shall submit, for each reporting quarter, the Teen Link Presentation Quarterly Report and the YSPF Presentation Quarterly Report on separate forms. The reports shall include a list of schools by school district where youth and/or adult presentations were provided with the total number of presentations by school, type of presentation (Student Training (ST), Teacher Education (TE), and Parent Education (PE)), health fair or community event, the number of participants by gender and ethnicity of participants, and total counts for each category. The reporting quarter shall be listed at the top of the report. The Reports shall be sent in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
2. The Contractor shall submit the Teen Link and YSPF Summary of Activities and Staff Hours Quarterly Report. The Report shall include the totals of presentations, participants and staff hours for the current quarter and cumulative totals for the Exhibit time period. The reporting quarter shall be listed at the top of the report. The Report shall be sent in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
3. The Contractor shall submit the Collaboration Meeting Minutes for the reporting quarter. These minutes shall include date, length of meeting, those in attendance, YSPF update of activities, Teen Link update of activities, updates on previously identified problems, newly identified problems, issues, opportunities, next steps, and next meeting time. The reporting quarter shall be listed at the top of the minutes. The minutes shall be sent in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
4. The Contractor shall submit the King County School District Status Update Quarterly Report for the reporting quarter. This report shall include school district, school name, plan score, contact name, and progress/update. The reporting quarter shall be listed at the top of the report. This report shall be sent in an electronic format approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.
5. The Contractor shall submit the YSPF Suicide Prevention Training and Technical Assistance Quarterly Report for the reporting quarter. This report shall include locations, participating organizations, date of technical assistance, staff facilitator, and short description of the event. This report shall be sent in an electronic format

approved by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.

C. Annual and other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

**EXHIBIT V
CRISIS CLINIC
SCREENING, BRIEF INTERVENTION AND REFERRAL TO TREATMENT
SUBSTANCE USE DISORDER – NEXT-DAY APPOINTMENT PROJECT**

I. WORK STATEMENT

The Contractor shall provide Screening, Brief Intervention and Referral to Treatment (SBIRT) Substance Use Disorder (SUD) – Next-Day Appointments (NDA). Services to individuals seeking assistance with SUD and in need of assessment.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------------------|-----------|-------------------------|
| Federal CFDA No. 93.243 | \$133,079 | 01/01/2015 – 08/31/2015 |
| Total | \$133,079 | 01/01/2015 – 08/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$133,079 for the period of January 1, 2015 through August 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

1. To provide effective prevention and intervention strategies for those most at risk and most in need to prevent or reduce more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses.
2. To ensure that SBIRT primary care clinics calling to access substance use disorder treatment shall be provided an appointment within 24 hours for a substance use disorder assessment.

B. Objectives

To provide NDA for SBIRT SUD clients who have been screened at the emergency department (ED) or primary care clinic (PCC).

C. Eligibility

Eligible persons shall be adults who have completed an SBIRT screening at the ED or PCC.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide referral linkages and assessment appointments individuals seeking treatment through SBIRT EDs, SBIRT PCCs, SBIRT Emergency Departments, or those calling into the Crisis Clinic seeking information and assistance to enter SUD treatment.
2. The Contractor shall ensure that referrals for NDAs are available during mutually determined hours and days during the week.
3. The Contractor shall collaborate with the County and assessing agencies to develop initial SUD NDA protocols.
4. The Contractor shall complete any information technology and database planning, development and modifications necessary to sustain this providing SUD NDA.
5. The Contractor shall utilize outside consultant if necessary to complete and plan for the implementation and continuation of SUD NDA.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD).
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System (KCSUDSS) Policies and Procedures (P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for the personnel, equipment, and other necessary implementation supports up to of \$15,385 a month, not to exceed \$123,079 for the period of January 1, 2015 through August 31, 2015.
2. The Contractor shall be reimbursed for information technology and database planning, development and modifications at a rate of \$62.39 per hour, not to exceed \$10,000 for the period of January 1, 2015 through August 31, 2015.
3. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall provide the following monthly report in a format mutually agreed to by the County and the provider. The report shall include:

1. Number of NDA available from each agency; and
2. Number of appointments made.

B. Quarterly Reports

None required

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the tenth month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 – TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2015/2016

Contractor Evergreen Treatment Services
Project Title Substance Use Disorder Services / Mental Illness and Drug Dependency Services
Contract Amount \$ 836,590
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726087 is entered into by KING COUNTY (the "County"), and Evergreen Treatment Services (the "Contractor") whose address is 1700 Airport Way South, Seattle, Washington 98134.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES |
|--|----------------|-------------------------|
| COUNTY (MIDD) | \$15,000 | 01/01/2015 - 06/30/2015 |
| COUNTY (MIDD) | \$72,000 | 07/01/2015 - 12/31/2015 |
| COUNTY (MIDD) | \$34,500 | 01/01/2015 - 12/31/2015 |
| COUNTY (MIDD) | \$1,000 | 01/01/2016 - 06/30/2016 |
| COUNTY (MIDD) | \$1,000 | 07/01/2016 - 12/31/2016 |
| FEDERAL (CD) Federal Catalogue No. 93.959 | \$230,000 | 01/01/2015 - 06/30/2015 |
| STATE (CD) | \$232,545 | 01/01/2015 - 06/30/2015 |
| STATE (CD) | \$250,545 | 07/01/2015 - 12/31/2015 |
| 2015 CD SUBTOTAL | \$713,090 | 01/01/2015 - 12/31/2015 |
| 2015 MIDD SUBTOTAL | \$121,500 | 01/01/2015 - 12/31/2015 |
| 2015 SUBTOTAL | \$834,590 | 01/01/2015 - 12/31/2015 |
| 2016 MIDD SUBTOTAL | \$2,000 | 01/01/2016 - 12/31/2016 |
| 2016 SUBTOTAL | \$2,000 | 01/01/2016 - 12/31/2016 |
| TOTAL | \$836,590 | 01/01/2015 - 12/31/2016 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I. **Incorporation of Exhibits**

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

| | |
|--|--------------------------------|
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit I |
| <u>Opioid Treatment Program</u> | Attached hereto as Exhibit II |
| <u>Title XIX Medicaid Adult Outpatient Treatment</u> | Attached hereto as Exhibit III |
| <u>Chemical Dependency Professional and Certified Prevention Professional Education and Training</u> | Attached hereto as Exhibit IV |
| <u>Clinical Supervision Services for Chemical Dependency Professional Trainees</u> | Attached hereto as Exhibit V |
| <u>SUD Mobile Medical Van Outreach Services</u> | Attached hereto as Exhibit VI |

II. **Term and Termination**

- A. This Contract shall commence on January 1, 2015, and shall terminate on December 31, 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. **Compensation and Method of Payment**

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

IV. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

V. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

VI. **Maintenance of Records/Evaluations and Inspections**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/DCHS/contracts>

VIII. Audits

- A. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year audited financial statement prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County, such as the OMB Single Audit requirement, will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

- C. A Contractor that is not subject to the OMB Single Audit requirement may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
1. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and
 2. There has been no turnover in key staff since the beginning of the period for which the audit was completed.

IX. **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

X. **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. **Hold Harmless and Indemnification**

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

XIII. Assignment/Subcontracting

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/DCHS/contracts>.

XV. Conflict of Interest

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX. Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII. Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. Contractor Certification

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at <http://www.kingcounty.gov/DCHS/contracts> and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

EVERGREEN TREATMENT SERVICES

DocuSigned by:
Steve Andruszewski FOR
King County Executive
12/19/2014
Date

DocuSigned by:
Molly Carney
Signature
Molly Carney
Name (Please type or print)
12/19/2014
Date

Approved as to Form:
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 05/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | COMPANIES AFFORDING COVERAGE |
|---|---|
| Canfield 451 Diamond Drive Ephrata, WA 98823 | GENERAL LIABILITY American Alternative Insurance Corporation AUTOMOBILE LIABILITY American Alternative Insurance Corporation |
| INSURED | |
| Evergreen Treatment Services 1700 Airport Way S Seattle, WA 98134 | PROPERTY American Alternative Insurance Corporation RSUI Group, Inc. MISCELLANEOUS PROFESSIONAL LIABILITY |

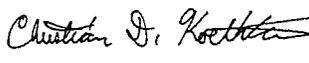
COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE | DESCRIPTION | LIMITS |
|---|---------------------|-----------------|-----------------|--|---|
| GENERAL LIABILITY | | | | | |
| COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE | \$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000 |
| (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| AUTOMOBILE LIABILITY | | | | | |
| ANY AUTO | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE | \$5,000,000 NONE |
| (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| PROPERTY | | | | | |
| | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE | \$55,000,000 EXCLUDED \$1,000,000 NONE |
| (PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| MISCELLANEOUS PROFESSIONAL LIABILITY | | | | | |
| | | 06/01/2014 | 06/01/2015 | PER CLAIM ANNUAL POOL AGGREGATE | |
| (LIABILITY IS SUBJECT TO A SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS | | | | | |
| Regarding services received at the facilities of Evergreen Treatment Services. King County is named as Additional Insured under the General Liability portion of this policy and is subject to policy terms, conditions and exclusions. Additional Insured endorsement is attached. Misc Professional Liability is excluded on this policy. | | | | | |

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

| CERTIFICATE HOLDER | AUTHORIZED REPRESENTATIVE |
|---|--|
| MHCADSD King County 401 Fifth Ave, Suite 400 Seattle, WA 98104 |  |

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

| | |
|---|--|
| Named Insured Non Profit Insurance Program (NPIP) | |
| Policy Number N1-A2-RL-0000013-06 | Endorsement Effective 06/01/2014 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Canfield, Underwriting Administrator

2845772

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

King County BHO §IV A.1.H

OP ID: SR

DATE (MM/DD/YYYY)

06/04/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|----------------------|--|------------------------------|-----------------------|------------------------|--|--|--|--------------------------------------|--|--|------------------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 John M. Policar | Phone: 206-623-7035 Fax: 206-682-4993 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #: EVERG-7</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td style="text-align: right;">NAIC # 41297</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT NAME: | | PHONE (A/C, No, Ext): | FAX (A/C, No): | E-MAIL ADDRESS: | | PRODUCER CUSTOMER ID #: EVERG-7 | | INSURER(S) AFFORDING COVERAGE | | INSURER A: Scottsdale Insurance Company | NAIC # 41297 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT NAME: | | | | | | | | | | | | | | | | | | | | | | | | |
| PHONE (A/C, No, Ext): | FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCER CUSTOMER ID #: EVERG-7 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Scottsdale Insurance Company | NAIC # 41297 | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Evergreen Treatment Services 1700 Airport Way S Seattle, WA 98134-3644 | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> Y/N N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL LIABILITY | | | OPS0064801 NON ADMITTED CARRIER | 05/31/14 | 05/31/15 | Limit 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence Only

| | |
|---|--|
| CERTIFICATE HOLDER King County MHCADSD 401 Fifth Avenue, Suite 400 Seattle, WA 98104 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

**EXHIBIT II
EVERGREEN TREATMENT SERVICES
OPIOID TREATMENT PROGRAM**

I. WORK STATEMENT

The Contractor shall provide opioid treatment program (OTP) services for eligible adults, seven days per week, in accordance with this Exhibit. Some of the OTP services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency Plan (MIDD) strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid*.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------------------|-----------|-------------------------|
| County (MIDD) | \$15,000 | 01/01/2015 – 06/30/2015 |
| County (MIDD) | \$72,000 | 07/01/2015 – 12/31/2015 |
| County (MIDD) | \$ 1,000 | 01/01/2016 – 06/30/2016 |
| County (MIDD) | \$ 1,000 | 07/01/2016 – 12/31/2016 |
| Federal CFDA No. 93.959 | \$230,000 | 01/01/2015 – 06/30/2015 |
| State GIA | \$202,000 | 01/01/2015 – 06/30/2015 |
| State GIA | \$220,000 | 07/01/2015 – 12/31/2015 |
| Total | \$741,000 | 01/01/2015 – 12/31/2016 |

The total amount of reimbursement for this Exhibit shall not exceed \$741,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured OTP services and arrange for other services as necessary for the maintenance of OTP and services which assist the client in reaching recovery from addiction.

B. Objectives

1. To develop specific individual service plans (ISP) utilizing the recommendations of the *Addictions Severity Index (ASI)* and *American Society of Addiction Medicine (ASAM) Criteria*.

2. To provide comprehensive ISPs that address the following treatment needs: medical and dental services and referral, employability assessments, re-entry counseling, skills needed to maintain recovery from addiction, and access to employment support for all persons accepted for OTP.

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Title XIX and shall meet the standards for low-income client eligibility as described in the 2014 King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P), Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table or its successors.
2. Individuals shall be determined to be opiate dependent, and in need of OTP services, as determined by an assessment instrument that incorporates the ASAM Criteria and the ASI Persons found to need another level of care shall be referred to the appropriate level of care by the OTP Contractor.
3. Adult indigent and low-income individuals shall receive priority services as described in KCSUDSS P&P in the following order:
 - a. Pregnant injecting drug users;
 - b. Pregnant substance abusers;
 - c. Injecting drug users;
 - d. Parenting women;
 - e. Postpartum women (up to one year);
 - f. Patients transferring from residential care to outpatient care;
 - g. Offenders;
 - h. Patients referred by Screening, Brief Intervention, Referral and Treatment (SBIRT) Chemical Dependency Professionals (CDP) or Behavioral Health Intervention Specialists; and
 - i. Other Medicaid clients.
4. Individuals must reside in King County to be eligible for MIDD funding.

D. Definitions

Actual Dose Day: an Opiate Substitution Treatment all-inclusive rate for face-to-face bundled services which include daily methadone dose, physical examination, urinalysis testing, medical examination, vocational rehabilitation services, individual or group counseling, family planning session, counseling and education for pregnant patients, and Human Immunodeficiency Virus (HIV) screening, counseling, and testing referral. Only one billing per day per client is allowable. Missed doses or days without any of the listed activity are not billable as actual dose days.

E. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

F. Program-Specific Requirements

1. The Contractor shall provide structured OTP services that include individual face-to-face sessions, group treatment, and/or case management and arrange for other services as necessary, including employability assessments and stabilization on OTP maintenance to assist clients in reaching recovery from drug addiction.
2. The Contractor shall ensure that the maximum number of clients enrolled at any site will not exceed 350 clients. Should the Contractor need to enroll more clients, the Contractor must request a waiver from the King County Substance Abuse Prevention and Treatment Coordinator.
3. The Contractor shall ensure that there is evidence in the client file that education on prevention of Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) and Hepatitis B and C is provided to each client.
4. The Contractor shall provide interim services, or refer outside the Contractor for services the Contractor is not qualified to provide, for pregnant women and intravenous drug users. Interim services must be made available within 48 hours of seeking treatment for these two populations. Interim services must be documented in TARGET on the edited Division of Behavioral Health and Recovery (DBHR) Treatment and Assessment Report Generation Tool 2000 (TARGET 2000) Client Support Activities (non-treatment) form (04-419). The interim services documentation requirement is for the identified priority populations and shall include, at a minimum:
 - a. Provision of or referral to counseling on the effects of alcohol and drug use on the fetus for the pregnant patient;
 - b. Referral for prenatal care for the pregnant patient;
 - c. Provision of or referral to HIV and tuberculosis (TB) education; and
 - d. Referral for HIV or TB treatment services if necessary for intravenous drug users.
5. The Contractor shall attend all adult provider meetings facilitated by the County.
6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:
 - a. Has a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);
 - b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and
 - c. Has been ordered by a court to participate in chemical dependency assessment and treatment services for repeat DUI offenders; and

- d. Has been determined to be eligible for low-income or Title XIX-funded chemical dependency treatment.
7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:
 - a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and
 - b. CONTRACT shall be marked as "Criminal Justice."
8. The Contractor shall maintain the following documentation in the client file for clients identified as "repeat DUI offenders":
 - a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and
 - b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.
9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per month per individual.
10. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.
11. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.
12. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.

13. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person that will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUD and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts, related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.
14. The Contractor shall maintain an active exclusion list that shall be submitted monthly, that shall include, but is not limited to:
 - a. the name of the excluded client;
 - b. the date of the exclusion;
 - c. the reason for exclusion; and
 - d. the length of exclusion.
15. The Contractor shall comply with discharge type protocols as described in the KCSUDSS P&P and its revisions.
16. The Contractor shall identify clients funded with County MIDD funds, when completing the TARGET 2000 Data Elements report, in the following manner:
 - a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – OST";
 - b. CURRENT PUBLIC ASSISTANCE shall be marked as "None";
 - c. CONTRACT shall be marked as "Local Sales Tax"; and
 - d. FUND SOURCE shall be marked as "County Community Services."
17. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

18. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.
19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:
 - a. The client's deductible is monitored until met;
 - b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and
 - c. Documentation in the client file shall include:
 - i. Verification of payments made by the insurance company;
 - ii. Co-pays submitted by the client; and
 - iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is \$447,000 for the period of January 1, 2015 through June 30, 2015:
 - a. \$0 for Community Outreach, Intervention and Referral services using County MIDD funds;
 - b. \$22,000 for Community Outreach, Intervention and Referral services using State Grants In Aid (GIA) funds;
 - c. \$15,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$410,000 for Outpatient Treatment using State/Federal GIA funds.
2. The maximum reimbursement is \$292,000 for the period July 1, 2015 to December 31, 2015. This includes:
 - a. \$22,000 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State GIA funds;
 - c. \$50,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$220,000 for Outpatient Treatment using State/Federal GIA funds.
3. The maximum reimbursement is \$1,000 for the period of January 1, 2016 through June 30, 2016:
 - a. \$0 for Community Outreach, Intervention and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention and Referral services using State Grants In Aid (GIA) funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
4. The maximum reimbursement is \$1,000 for the period July 1, 2016 to December 31, 2016. This includes:
 - a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

- b. \$0 for Community Outreach, Intervention, and Referral services using State GIA funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
5. The Contractor shall serve clients referred by Washington Screening, Brief Intervention, and Referral to Treatment (WASBIRT) – Primary Care Clinics Behavioral Health Specialists with WASBIRT – Primary Care Integration (PCI) funds for the period of January 1, 2015 through August 31, 2015.
 6. The maximum reimbursement to serve WASBIRT-PCI-referred clients is \$0 for the period of January 1, 2015 through August 31, 2015.
 7. The Contractor shall enter the County Special Project Code “WASBIRT King” for WASBIRT-PCI clients in TARGET 2000 in accordance with the TARGET Data Dictionary and any County supplements, as they presently exist or as modified.
 8. For low-income individuals, reimbursement for OTP services through DSHS shall be paid at the County Community Services rate for Actual Dose Days delivered.
 9. For Title XIX individuals, reimbursement for OTP services shall be paid at the Title XIX Medicaid rate for Actual Dose Days Delivered.
 10. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
 11. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a Contractor report, in a format approved by the County, which lists a total of the Actual Dose Days delivered for the month for each of the following funding categories:

1. Low-income;
2. County MIDD; and
3. Repeat DUI Offenders.
4. TARGET C-7 report which lists a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log as provided by the County.
5. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

6. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII verify this is correct when the 2015 boilerplate of the Contractor's King County Community and Human Services Contract – 2015/2016 is available. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.
2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.
3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
4. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

**EXHIBIT III
EVERGREEN TREATMENT SERVICES
TITLE XIX MEDICAID ADULT OUTPATIENT TREATMENT**

I. WORK STATEMENT

The Contractor shall provide outpatient Substance Use Disorder (SUD) treatment services for individuals enrolled in the Apple Health Medicaid program (Title XIX).

Funding Source

The Contractor shall be reimbursed by the Department of Social and Health Services (DSHS) for outpatient SUD treatment services in accordance with the most current DSHS Title XIX reimbursement schedule. The Contractor shall accept this reimbursement as the sole and complete remuneration for services provided during the Exhibit period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.
2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals shall be enrolled in Title XIX.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.
3. Eligible individuals shall receive priority services as described in the KCSUDSS P&P.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.
2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:
 - a. Assessment;
 - b. ISP reviews; and
 - c. Discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall maintain, in good standing, a current Title XIX contract with the Division of Behavioral Health and Recovery (DBHR). The Contractor shall comply with Title XIX service requirements as specified in the Contractor's Core Provider Agreement.
7. The Contractor shall follow the guidelines and billing instructions as described in the most current ProviderOne Billing and Resource Guide.
8. The Contractor shall provide repayment of Title XIX funds based upon findings of an audit, investigation, or other proceedings.
9. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.
10. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration. Title XIX billings that are resubmitted per the Contractor's policies and procedures and ultimately denied by ProviderOne may be invoiced to the County pursuant to KCSUDSS P&P.
11. The Contractor shall ensure that the correct Procedure Codes-Modifier is used with all Title XIX billings. When billing for Repeat Driving Under the Influence services, the Criminal Justice Funding Source Procedure Codes-Modifier shall be used, and "SCI=RD" shall be entered into the Claim Note field.
12. The Contractor shall complete the King County TARGET 2000 Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.
13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data and ProviderOne billing records using the following documentation:
 - a. Name of service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;
 - f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUDs and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of substance use disorder treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be of last resort. The most reasonable means of transportation must be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:
 - a. Name of the client;
 - b. Name of the residential treatment program;
 - c. Location of the residential treatment program;
 - d. Date of the transport;
 - e. Mode of transportation;
 - f. Name of the vendor transporting the client;
 - g. Vendor invoice number; and
 - h. Actual cost of the transportation.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.

- B. The Contractor shall reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.
- C. The Contractor may invoice the County for billings for services ultimately denied by ProviderOne pursuant to the KCSUDSS P&P.
- D. Transportation
 - 1. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;
 - 2. Reimbursement shall be made based on the actual cost for the transportation service provided;
 - 3. The Contractor shall provide the receipts, invoices and payment documents related to transportation costs along with their monthly invoice;
 - 4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds; and
 - 5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

- 1. The Contractor shall submit TARGET M-4 reports, which list the service hours or client hours provided for the month.
- 2. The Contractor shall complete the Adult Title XIX monthly report forms as provided by the County showing the amount billed to ProviderOne and the amount received from ProviderOne for each service month and for each funding category.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

- 1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be

eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

**EXHIBIT IV
EVERGREEN TREATMENT SERVICES
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL
EDUCATION AND TRAINING**

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|----------|-------------------------|
| County (MIDD) | \$19,500 | 01/01/2015 – 12/31/2015 |
| Total | \$19,500 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$19,500 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.
 - a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.
 - b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.
 - c. Current CDPs and CPPs are eligible for reimbursement of certification renewal costs.
2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.
3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPs, CPPTs, or CPPs.
2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.
3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:
 - a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;
 - b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;
 - c. Test fees for taking and passing the DOH test requirements to become a CDP;
 - d. Initial DOH CDPT and CDP application and certification costs; and

- e. Annual DOH certification renewal costs for CDPTs and CDPs.
4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:
 - a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;
 - b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:
 - i. Substance Abuse Prevention Specialist Training;
 - ii. Washington State Prevention Summit;
 - iii. National Prevention Network Prevention Research Conference;
 - iv. The Art and Science of Community Organizing;
 - v. Ethics in Substance Abuse Prevention; and
 - vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;
 - c. PSCBW initial application and test fees associated with becoming a CPP; and
 - d. Biennial certification renewal costs for CPPs.
 5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.
 6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.
 7. The following are not eligible for reimbursement:
 - a. Staff time to attend trainings and/or classes;
 - b. The cost of replacement staff to substitute for staff in training and/or classes;
 - c. Mileage to and from classes or tests;
 - d. Purchases of equipment, such as computers; and
 - e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.
9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.
10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.
11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.
12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed \$19,500 for the period of January 1, 2015 through December 31, 2015.
2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.
3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.
4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.
5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The

audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

**EXHIBIT V
EVERGREEN TREATMENT SERVICES
CLINICAL SUPERVISION SERVICES FOR
CHEMICAL DEPENDENCY PROFESSIONAL TRAINEES**

I. WORK STATEMENT

The Contractor shall have access to Clinical Supervision funding to reimburse for structured individual supervision, group supervision, and clinical observations for Chemical Dependency Professional Trainees (CDPTs). The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|----------|-------------------------|
| County (MIDD) | \$15,000 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$15,000 for the period January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of providing structured CDPTs. The maximum reimbursement is determined by the total number of CDPTs authorized to receive reimbursement as outlined in this Exhibit.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of Chemical Dependency Professionals (CDPs) and Certified Prevention Professionals (CPPs) in King County.

B. Objectives

1. To increase the number of CDPTs who successfully complete the education requirements to become a CDP.
2. To increase the number of CDPTs who successfully test to become a CDP.
3. To support and encourage current CDPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The Contractor must be involved in the King County Clinical Supervision Learning Collaborative to be eligible for this Pilot Exhibit.

2. The Clinical Supervisor assigned to provide the Program-Specific Requirements must be trained and adept in a model of Clinical Supervision that includes Addiction Counseling Competencies, Technical Assistance Series (TAP 21).
3. The individual CDPTs receiving Clinical Supervision must be working in King County as an employee or volunteer of the Contractor.
4. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following types of clinical supervision activities for CDPTs:
 - a. Individual supervision in the form of a clinical supervision session, mentoring, or coaching to improve clinical skills;
 - b. Group supervision in the form of clinical staffing of clients in a group setting of three or more clinicians including the supervisor; and
 - c. Clinical observations by a supervisor of CDPT groups, individuals, or assessments in person, videotaped, or audiotaped.
2. The Contractor must keep documentation of the clinical value of all supervision that is funded through this exhibit. This includes individual, group, and observation supervision. The Contractor shall make these records available for review upon the request of the County.
3. The County will deny any reimbursement requests that do not meet the described requirements or may suspend all reimbursement should funding not be adequate to meet the requests.
4. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed at a rate of \$50 per hour for a maximum of 50 hours per individual CDPT of documented clinical supervision during this Exhibit. Documentation includes a record of supervision useable to document state supervision requirement and full reporting of the monthly amount of supervision on the original Monthly RRS form.
2. The Contractor shall be reimbursed for clinical supervision hours for a maximum of eight CDPTs not to exceed \$15,000 from January 1, 2015 through December 31, 2015.
3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.
4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than six months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the six-month time frame, payment for invoices will be held in the seventh month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT VI
EVERGREEN TREATMENT SERVICES
SUBSTANCE USE DISORDER MOBILE MEDICAL VAN OUTREACH SERVICES

I. WORK STATEMENT

The Contractor shall provide substance use disorder (SUD) outreach, treatment, and intervention services for homeless individuals who are accessing services at the Public Health – Seattle & King County (Public Health) mobile medical van in an effort to engage them in SUD services.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------|----------|-------------------------|
| State (CD) | \$30,545 | 01/01/2015 – 06/30/2015 |
| State (CD) | \$30,545 | 07/01/2015 – 12/31/2015 |
| Total | \$61,090 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$61,090 for the period January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

1. To increase collaboration between SUD treatment providers, Public Health, and prevention and health service treatment providers.
2. To lower barriers to SUD treatment for homeless individuals and individuals with chronic mental health issues.

B. Objectives

1. To successfully integrate substance abuse services within Public Health's mobile medical van.
2. To provide technical assistance training and consultation to host Contractor staff regarding SUD issues.

C. Eligibility

1. Individuals shall meet the standards for indigent and low-income client eligibility as described in the state Department of Social and Health Services (DSHS) 2012-2014 Biennium Low-Income Service Eligibility Table, or its successors.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the King County Substance Use Disorder Services System (KCSUDSS) Policies and Procedures (P&P): assessment, face-to-face sessions, education and/or job-seeking motivation and assistance, case management, and outreach services.
2. The Contractor shall establish and maintain a record for each individual served under this Exhibit who receive an assessment and/or chemical dependency treatment. The record shall include, but is not limited to:
 - a. Screenings and/or assessments;
 - b. Financial eligibility screens;
 - c. Individual and group progress notes; and
 - d. Confidentiality agreements.
3. The Contractor shall maintain records in a secured room, locked file cabinets, safe, or other similar container, to meet requirements to protect client confidentiality. Electronic records will be maintained on a password protected computer.
4. The Contractor shall establish and maintain a written interagency protocol or Memorandum of Agreement (MOA) with Public Health available for review at the request of the County.
5. The protocol or MOA shall cover the following areas of administration and coordination:
 - a. Collaboration on the selection and/or hiring of a Chemical Dependency Professional (CDP) who will provide services under this exhibit;
 - b. Day-to-day oversight and coordination of a CDP shall be provided by Public Health;
 - c. Provision of supervision specific to SUD expertise by the Contractor;
 - d. Amount of time the CDP will be physically located at the mobile medical van;
 - e. Coordination with Public Health regarding leave time and release time to maintain CDP certification;
 - f. Attendance at required meetings including, but not limited to:
 - i. Mobile Medical Program Meetings; and
 - ii. Evergreen/REACH meetings;
 - g. Compliance with the internal Mobile Medical Program documentation requirements;
 - h. Creating a CDP work schedule that matches the medical van's clinic schedule;
 - i. Location of the CDP's work station;
 - j. Ensuring the CDP shall not be used by Public Health to meet the staffing requirements of other contracts; and

k. Collaboration with Public Health to ensure that MOA requirements are met.

6. The Contractor shall identify mobile medical van clients when completing the TARGET 2000 Data Elements report as SPECIAL PROJECT AGENCY "MEDVAN."

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for 1.0 Full-Time Equivalent (FTE) out-stationed CDP.
 - a. The Contractor shall be reimbursed in monthly amounts not to exceed \$30,545 for the period January 1, 2015 through June 30, 2015;
 - b. The Contractor shall be reimbursed in monthly amounts not to exceed \$30,545 for the period July 1, 2015 through December 31, 2015;
 - c. The FTE shall have 40 payroll hours per week;

- d. Total staff payroll hours provided shall include actual hours worked, holidays, jury duty, bereavement, and sick and vacation leave up to five consecutive business days; and
 - e. The Contractor shall submit documentation with its monthly BIP to support billing for the FTE.
2. The Contractor reimbursement shall be prorated if less than the required FTE hours are provided. The adjusted reimbursement amount will be computed as follows:
 - a. Total actual payroll hours provided divided by total hours that should have been provided = percent of FTE provided; and
 - b. Percent of FTE provided multiplied by the monthly amount = adjusted reimbursement for the month.
 3. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
 4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. TARGET M-4 reports filtered for the "SPECIAL PROJECT COUNTY 'Project 1,'" which list a total of the service hours or client hours provided for the month.
2. Mobile Medical Van Outreach Report, which lists total payroll hours and days worked each month.

B. Quarterly Reports

1. The Contractor shall submit a Quarterly Evaluation Report in a format provided by the County.
2. Deadlines for submitting quarterly reports to the County are as follows:
 - a. January through March due April 10, 2014;
 - b. April through June due July 10, 2014;
 - c. July through September due October 10, 2014; and
 - d. October through December due January 10, 2015.

C. Semi-Annual Reports

The Mobile Medical Program Semi-Annual Outcomes Report in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 – TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2015/2016

Contractor Consejo Counseling and Referral Services
Mental Health, Substance Use Disorder, and Mental Illness and Drug
Project Title Dependency Services
Contract Amount \$597,380
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726063 is entered into by KING COUNTY (the "County"), and Consejo Counseling and Referral Services (the "Contractor") whose address is 3808 S. Angeline Street, Seattle, Washington 98118.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES |
|--------------------|----------------|-------------------------|
| COUNTY (CD) | \$6,000 | 01/01/2015 - 12/31/2015 |
| COUNTY (MIDD) | \$30,000 | 01/01/2015 - 06/30/2015 |
| COUNTY (MIDD) | \$132,500 | 07/01/2015 - 12/31/2015 |
| COUNTY (MIDD) | \$70,000 | 01/01/2015 - 12/31/2015 |
| COUNTY (MIDD) | \$2,000 | 01/01/2016 - 06/30/2016 |
| COUNTY (MIDD) | \$2,000 | 07/01/2016 - 12/31/2016 |
| STATE (CD) | \$107,500 | 01/01/2015 - 06/30/2015 |
| STATE (MH) | \$247,380 | 01/01/2015 - 12/31/2015 |
| 2015 CD SUBTOTAL | \$113,500 | 01/01/2015 - 12/31/2015 |
| 2015 MH SUBTOTAL | \$247,380 | 01/01/2015 - 12/31/2015 |
| 2015 MIDD SUBTOTAL | \$232,500 | 01/01/2015 - 12/31/2015 |
| 2015 SUBTOTAL | \$593,380 | 01/01/2015 - 12/31/2015 |
| 2016 MIDD SUBTOTAL | \$4,000 | 01/01/2016 - 12/31/2016 |
| 2016 SUBTOTAL | \$4,000 | 01/01/2016 - 12/31/2016 |
| TOTAL | \$597,380 | 01/01/2015 - 12/31/2016 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I. Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

| | |
|--|---------------------------------|
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit I |
| <u>King County Mental Health Plan Outpatient Benefit</u> | Attached hereto as Exhibit II |
| <u>Workload Reduction</u> | Attached hereto as Exhibit III |
| <u>Adult Outpatient Treatment</u> | Attached hereto as Exhibit IV |
| <u>Expanded Youth Outpatient Treatment</u> | Attached hereto as Exhibit V |
| <u>Title XIX Medicaid Adult Outpatient Treatment</u> | Attached hereto as Exhibit VI |
| <u>Title XIX Medicaid Youth Outpatient Treatment</u> | Attached hereto as Exhibit VII |
| <u>Title XIX Medicaid Drug Court Adult Outpatient Treatment</u> | Attached hereto as Exhibit VIII |
| <u>Juvenile Drug Court Case Management Services</u> | Attached hereto as Exhibit IX |
| <u>Chemical Dependency Professional and Certified Prevention Professional (CDP-CPP) Education and Training</u> | Attached hereto as Exhibit X |
| <u>Clinical Supervision Services for Chemical Dependency Professional Trainees (CDPTs)</u> | Attached hereto as Exhibit XI |

II. Term and Termination

- A. This Contract shall commence on January 1, 2015, and shall terminate on December 31, 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.
- If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services

rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. **Compensation and Method of Payment**

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

IV. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

V. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

VI. **Maintenance of Records/Evaluations and Inspections**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/DCHS/contracts>

VIII. Audits

- A. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year audited financial statement prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County, such as the OMB Single Audit requirement, will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.
- C. A Contractor that is not subject to the OMB Single Audit requirement may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
 1. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and
 2. There has been no turnover in key staff since the beginning of the period for which the audit was completed.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

X. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

XIII. Assignment/Subcontracting

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:
"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment

opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/DCHS/contracts>.

XV. Conflict of Interest

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX. Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII. Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. Contractor Certification

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at <http://www.kingcounty.gov/DCHS/contracts> and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONSEJO COUNSELING AND
REFERRAL SERVICES

DocuSigned by:
Steve Andryszewski FOR
King County Executive
12/30/2014
Date

DocuSigned by:
Jaime Garcia
Signature
Jaime Garcia
Name (Please type or print)
12/30/2014
Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 05/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | COMPANIES AFFORDING COVERAGE |
|--|---|
| Canfield 451 Diamond Drive Ephrata, WA 98823 | GENERAL LIABILITY American Alternative Insurance Corporation AUTOMOBILE LIABILITY American Alternative Insurance Corporation |
| INSURED | PROPERTY American Alternative Insurance Corporation RSUI Group, Inc. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company Torus Specialty Insurance Company |
| Consejo Counseling and Referral Service 3808 S Angeline Street Seattle, WA 98118 | |

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE | DESCRIPTION | LIMITS |
|---|---------------------|-----------------|-----------------|--|---|
| GENERAL LIABILITY | | | | | |
| COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE | \$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000 |
| AUTOMOBILE LIABILITY | | | | | |
| ANY AUTO (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE | \$5,000,000 NONE |
| PROPERTY | | | | | |
| (PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | N1-A2-RL-0000013-06 | 06/01/2014 | 06/01/2015 | ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE | \$55,000,000 \$1,000,000 \$1,000,000 NONE |
| MISCELLANEOUS PROFESSIONAL LIABILITY | | | | | |
| (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS) | N1-A3-RL-0000060-06 | 06/01/2014 | 06/01/2015 | PER CLAIM ANNUAL POOL AGGREGATE | \$5,000,000 \$40,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding annual contract to provide Mental Health & CD Services to Medicaid and non-medicaid low income clients. King County Mental Health & Chemical Dependency Services Division, its officers, officials, employees, agents & volunteers are named as Additional Insureds regarding this contract only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP Retained Limit is primary and non-contributory.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

| CERTIFICATE HOLDER | AUTHORIZED REPRESENTATIVE |
|--|-----------------------------|
| King County Mental Health & Chemical Dependency Svcs Div 401 Fifth Avenue, Suite 400 Seattle, WA 98104 | <i>Christian D. Koethen</i> |

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

| | |
|---|--|
| Named Insured Non Profit Insurance Program (NPIP) | |
| Policy Number N1-A2-RL-0000013-06 | Endorsement Effective 06/01/2014 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Canfield, Underwriting Administrator

2834009

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

EXHIBIT II
CONSEJO COUNSELING AND REFERRAL SERVICES
KING COUNTY MENTAL HEALTH PLAN OUTPATIENT BENEFIT

I. WORK STATEMENT

The Contractor shall provide publicly funded outpatient mental health services that provide a continuum of crisis and outpatient care, including inpatient discharge planning services, designed from a recovery and resiliency perspective and available to eligible persons in King County.

Funding Source

The Contractor shall be reimbursed on a case rate basis for the period of January 1, 2015 through December 31, 2015. The maximum reimbursement is determined by the total number of clients authorized to outpatient benefits during the Exhibit period.

II. PROGRAM DESCRIPTION

A. Goal

1. To ensure that eligible Medicaid recipients and non-Medicaid persons receive easily accessible, acceptable, culturally relevant, coordinated, comprehensive, and quality mental health services.
2. To ensure that services not only provide symptom relief but that services are provided from a recovery and resiliency perspective to assist clients to find what has been lost in their lives due to their illness, including the opportunity to make friends, use natural supports, make choices about their care, find and keep jobs, and develop personal mechanisms for coping and for regaining independence.

B. Objectives

1. To ensure services and interventions are strengths-based and promote recovery and resiliency.
2. To ensure that services are integrated for persons enrolled in outpatient or residential services who also have a substance use disorder.
3. To ensure services and interventions promote the achievement of outcomes.
4. To ensure services and interventions are community-based rather than facility-based when this best meets the person's needs or improves the quality of care.
5. To ensure services and interventions are individualized and tailored to the needs of the person and, as appropriate, the family.
6. To ensure services and interventions are age appropriate, culturally relevant, and linguistically competent.
7. To ensure services to children are based on a family-centered approach.
8. To ensure that appropriate alternatives to inpatient psychiatric services are used whenever possible to reduce inappropriate and/or unnecessary use of hospitalization.

9. To ensure that active engagement, treatment, and discharge planning occurs during hospitalization and incarceration or detention, to accomplish the most efficient use of resources, and reduce length of stay whenever appropriate.

C. Eligibility

Eligible persons are defined in the King County Mental Health Plan Policies and Procedures (KCMHP P&P).

D. Definitions

1. **Case Rate:** the payment level approved for each person authorized for an outpatient or residential benefit payable to a provider. Rates are based on a clinical assessment that determines a service intensity level. Rates are further adjusted based on age group (child or adult) and for cultural and language differentials.
2. **King County Mental Health Plan Policies and Procedures (KCMHP P&P):** this manual provides the policies and procedures that guide the operations of the King County Mental Health Plan and the services provided under the auspices of the public mental health system in King County.
3. **Medicaid Recipient:** an individual who is currently enrolled in the Medicaid program.
4. **Mental Health Care Provider (MHCP):** the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are Bachelor of Arts (B.A.) level in a related field or Associate of Arts (A.A.) level with two years of experience in the mental health or related fields.
5. **Non-Medicaid person:** an individual who is not a Medicaid recipient. Mental health services will be available to non-Medicaid persons as resources permit.

E. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

F. Program-Specific Requirements

1. Utilization Management

- a. To ensure management of clinical services, the Contractor shall have a utilization management process. The process shall include individual care management and shall address access and length of stay, continuity of care, care coordination, quality of care, clinical consultation, and outlier identification and management.
- b. The Contractor shall identify and manage potentially problematic patterns of individual service utilization and outcome achievement. Utilization patterns and/or outcomes that would require management include, but are not limited to:
 - i. Clients with three or more psychiatric hospitalizations or jail bookings in a year;
 - ii. Clients who are returned to the community after their release from state correctional facilities or long-term hospitalizations;

- iii. Clients who, in order to remain in the community, require services that cannot be met with available contracted resources, and who may require extraordinary treatment plans; and
 - iv. Clients who are receiving concurrent substance use disorder treatment.
- c. The Contractor shall document the utilization management activities that may include focused care planning with the participation of other support systems. The outcome of the care planning shall be a coordinated Individual Service Plan (ISP) that directly addresses the factors contributing to the client's service utilization and/or outcome achievement. The service plan shall be developed jointly with the client, and in the case of a child, the family, and, as appropriate, significant others.
 - d. The Contractor shall participate with Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) clinical staff in clinical utilization management as described in the KCMHP P&P.
 - e. The Contractor shall review the service utilization for 3a and 3b outpatient benefit levels as reported on the low-service utilization reports provided by the County and determine if the benefit level should be reduced, or action should be taken to ensure services are increased commensurate with the client's needs.
 - f. The Contractor shall monitor the stabilization and decompensation of clients and establish clinical protocols to actively monitor and address changes in client behavior for outpatient and crisis services.
 - g. The Contractor shall participate in developing extraordinary treatment plans as necessary for eligible clients who require services that exceed existing provider contracted service reimbursement in order to remain in the community.

2. Treatment Goals

The Contractor shall:

- a. Provide services according to need, and to each client and his or her family or support system, in order to assist the client toward achieving recovery and resiliency through mutually negotiated goals of treatment;
- b. Ensure individuals have a voice in developing their ISP including their crisis plan and advance directives;
- c. Ensure significant others, as identified by the client, are involved in the service plan development and implementation;
- d. Ensure treatment goals are written in the words of the individual; and
- e. Ensure documentation related to progress toward treatment goals includes the individual's views on his or her progress.

3. Quality Management

- a. The Contractor shall maintain a quality management plan that meets the requirements of the DSHS contract as set forth by the County and includes, at a minimum, the following elements:

- i. Mental health system and individual client treatment outcomes;
 - ii. Clinical guidelines and quality indicators;
 - iii. Clinical care;
 - iv. Implementation of Contractor corrective action; and
 - v. A periodic evaluation of the quality management plan itself.
 - b. The Contractor shall maintain an ongoing formal process to assess quality of services and identify areas for focused improvement efforts. The Contractor shall:
 - i. Compile and maintain records of completed assessments on targeted measures;
 - ii. Document systematic quality improvement activities; and
 - iii. Generate reports of the results of those activities.
 - c. The Contractor shall undertake quality management activities to address outcome and accountability measures that have been identified as needing improvement. These activities must be consistent with contractual obligations and sound clinical practice standards and based on measures, minimums, or targets identified from reporting requirements or internal quality review.
 - d. The Contractor shall participate in the development of timeliness standards for psychiatric medical care and their implementation.
 - e. The Contractor shall participate in the Metabolic Syndrome Screening and Intervention Performance Improvement Project (PIP) according to mutual agreement between the Contractor and the County.
 - f. The Contractor shall provide the data prescribed in the Mental Illness and Drug Dependency Evaluation.
4. Quality Review Team and Ombuds Services
 - a. The Contractor shall work with the Quality Review Team (QRT) and the Mental Health Ombuds Services to facilitate their access to facilities, personnel, necessary documents, and clients.
 - b. The Contractor shall consider in good faith the reports and findings of the QRT and Mental Health Ombuds Services.
5. The Contractor shall ensure continuity of care with the participation of the community mental health system, inpatient facilities, clients, advocates, and families.
6. Inpatient Psychiatric Services
 - a. The Contractor shall provide the following related to inpatient psychiatric services:
 - i. Participate with the County in the management and development of strategies for accessing alternatives to acute psychiatric care;

- ii. Ensure that the appropriate alternatives to inpatient psychiatric services that are listed in the client's crisis plan and advance directive, as required in the KCMHP P&P, are used whenever possible to reduce inappropriate and/or unnecessary use of hospitalization; and
 - iii. Ensure that outpatient treatment staff are active in the treatment and discharge planning that occurs during hospitalization to accomplish the most efficient use of resources and reduce length of stay.
 - b. The Contractor shall participate in the KCMHP Western State Hospital emergency management response as applicable to Contractor clients, specifying the steps it will take to avert hospitalizations and facilitate discharges of its clients when daily King County In-Residence Census (IRC) reaches or exceeds 95 percent of target. In addition the Contractor shall:
 - i. Comply with all applicable laws and standards including, but not limited to, RCW 71.24.300 or any successors;
 - ii. Work with liaisons to coordinate care for clients and facilitate discharge planning in order to maintain an IRC at or below the capacity funded by the legislature and as designated by DSHS and the KCMHP;
 - iii. Respond to state hospital census alert notifications by diverting state hospital admissions and by expediting patient discharges from the state hospital using alternative community resources and services; and
 - iv. Participate with the County in treatment planning processes to divert locally involuntarily hospitalized individuals from hospitalization at Western State Hospital.
7. Housing and Residential Services
 - a. The Contractor shall work with the County, network providers, and housing resource groups in order to maintain and increase housing resources and options for clients.
 - b. The Contractor shall ensure the coordination of all clinical services to clients residing in supportive housing living arrangements, and supervised living residential facilities.
 - i. The Contractor shall ensure that the client, outpatient case manager, and residential staff collaborate and meet face-to-face for all ISP, concurrent review, and discharge plan activities.
 - ii. The Contractor shall ensure that the client, outpatient case manager, and residential staff sign the ISP, concurrent review, and discharge plans.
 - c. The Contractor shall ensure that clients who are homeless or at imminent risk of becoming homeless have a goal added to their ISP that addresses homelessness prevention, coordination/linkages of services for homelessness, and a plan to acquire housing. The client's homeless status shall be addressed and documented in progress notes and at each concurrent review.
8. The Contractor shall ensure that clients who need employment services are referred to a licensed employment provider, either in-house or to another agency.

9. The Contractor shall work with the County to collaborate with the Justice System Liaisons and staff at the King County courts, correctional facilities, and juvenile detention facility, in arranging for services to persons referred by the justice system and State Department of Corrections.

10. Mental Health Clubhouse Services

The Contractor shall provide access to International Center for Clubhouse Development Clubhouse services for consumers who would benefit from or have a desire to participate in Clubhouse services.

11. Mental Health Specialists (MHS)

The Contractor shall:

- a. Make all reasonable efforts to ensure that consultation with MHS occurs as appropriate so that care is culturally relevant and in compliance with the KCMHP P&P and Chapter 388-877 WAC; and
- b. Also make efforts to recruit and maintain MHS on staff.

12. Medicaid Personal Care

The Contractor shall ensure:

- a. Compliance with the KCMHP P&P to be responsible for determining the appropriateness of mental health treatment plans that include Medicaid Personal Care (MPC) services in order to ensure that clients who receive MPC services, payable by the County, qualify for those services solely due to psychiatric disability; and
- b. That all services reasonably covered by the client's outpatient benefit are provided by the Contractor and not by the MPC provider.

13. The Contractor shall, when participating in providing services to individuals enrolled with the Division of Developmental Disabilities (DDD) who were formerly hospitalized at Western State Hospital or Eastern State Hospital and are currently living in the community within the boundaries of King County:

- a. Participate in quarterly community comprehensive reviews;
- b. Develop and implement corrective action plans to address deficiencies based on the results of a review in accordance with the following timelines:
 - i. No more than 20 days following the date of the review, the County will provide the Contractor a copy of the review and the corrective action required; and
 - ii. No more than 20 days following receipt of the review, the Contractor shall provide the corrective action plan to the County.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

A Billing Invoice Package is not required for this Exhibit. The Contractor is paid according to the KCMHP Information System.

B. Method of Payment

1. The Contractor shall be reimbursed for the outpatient services provided pursuant to this Exhibit at the compensation as delineated in the KCMHP P&P.
2. Payment shall be made monthly, subject to performance requirements being met and upon application of the following financial risk measures:

| Performance Expectations | Report | Frequency | Dollars at Risk (Per Each Due Date) |
|---|--|--------------------------------------|---|
| a. Data Timeliness Reports | | | |
| 95 percent of all data submissions shall be downloaded at the time required according to the KCMHP Data Dictionary. | Data submitted by Contractor compared to required submission date | Monthly | One percent of the next month's outpatient payment shall be sanctioned. |
| b. Data Completeness Reports | | | |
| Data shall be 90 percent complete at the time of submission according to the KCMHP Data Dictionary. | Data submitted by Contractor compared to reporting requirements | Monthly | One percent of the next month's outpatient payment shall be sanctioned. |
| c. Data Accuracy Reports | | | |
| Data shall be 95 percent accurate according to on-site review for accuracy conducted by the KCMHP. | Data submitted by Contractor compared to Contractor clinical records | Annual | One percent of the December outpatient payment shall be sanctioned. |
| d. R&E Reports | | | |
| Provide a complete annual R&E Report following BARS supplemental instructions as stipulated in Section IV. of this Exhibit. | Revenues and expenditures by BARS code for the calendar year, Explanation of Other Revenues, Other Direct Service Expenditures, Other Direct Service Support Expenditures, and Other Administrative Expenditures | January 31, 2015 January 31, 2016 | The subsequent monthly outpatient payments shall be withheld until required report is received. |

| Performance Expectations | Report | Frequency | Dollars at Risk (Per Each Due Date) |
|--|---|---|---|
| e. Audited Financial Statements | | | |
| Provide complete audited financial statements as stipulated in Section IV. of this Exhibit. | Complete audited financial statements with auditor's opinion, management letter, and A-133 audit where federal funding threshold is met | 30 days after received by Contractor, no later than nine months after end of fiscal period | Two percent of subsequent outpatient payments shall be sanctioned until all required reports are received. |
| f. Program Reports | | | |
| All required reports as stipulated in Section IV. of this Exhibit shall be delivered on scheduled date/time. | As listed in Section IV. of this Exhibit | As stipulated | 10 percent of the next month's outpatient payment shall be withheld until all required reports are received for any month in which one or more reports are due. |
| g. Semi-Annual Reports | | | |
| Third-Party Payment Report Provide a report summarizing all third-party payments. | Third-party payments collected by category of payment (e.g., private pay, insurance, Medicare). | Semi-Annual (January 1 through June 30, 2015) Due no later than July 31, 2015 (July 1 through December 31, 2015) Due no later than January 31, 2016 | Three percent of the next month's outpatient payment shall be sanctioned. |

| Performance Expectations | Report | Frequency | Dollars at Risk (Per Each Due Date) |
|--|--|------------------|---|
| All required reports as stipulated in Section IV. of this Exhibit shall be delivered on scheduled date/time. | As listed in Section IV. of this Exhibit | As stipulated | The subsequent monthly outpatient payments shall be withheld until required reports are received. |
| h. Annual and Other One-Time-Only Reports | | | |
| All required reports as stipulated in Section IV. of this Exhibit shall be delivered on scheduled date/time. | As listed in Section IV. of this Exhibit | As stipulated | The subsequent monthly outpatient payments shall be withheld until required reports are received. |

3. The County payment to the Contractor, for KCMHP outpatient benefit payments, will be prospectively paid by the 15th calendar day of each month upon approval of any reports due, including insurance compliance, and after determinations of data timeliness, completeness, and accuracy, adjustments have been made, and/or withholds are instituted as necessary.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

None required.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit data reports on the number and type of grievances received, the number resolved, and the number of fair hearings, according to the template format of DSHS DBHR to the MHCADSD Secure File Server. Information shall be submitted according to the Secure File Transfer instructions provided by the County. The report must be submitted successfully before the Billing Invoice Package (BIP) will be considered to be complete.

1. The report covering the period of October 1, 2014 to March 31, 2015 shall be submitted no later than April 15, 2015.
2. The report covering the period of April 1, 2015 to September 30, 2015 shall be submitted no later than October 15, 2015.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall submit a summary and evaluation of quality management activities to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report is due by September 30, 2015. The report must be submitted successfully before the BIP will be considered to be complete.
2. The Contractor shall comply with the specific requirements for financial audits or alternative as required in the Standard Contract.
3. The Contractor shall submit, in hard copy, a report that reconciles the expenditures shown on the Contractor's or subcontractor's annual financial audit to BARS expenditure categories. This report is due within 30 days after the Contractor receives its financial audit.
4. The Contractor shall submit an annual Revenue and Expenditure Report following BARS supplemental instructions in an electronic format provided by the County via email or in hard copy to MHCADSD fiscal staff and to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County. The report for 2014 will cover the period of January 1, 2014 through December 31, 2014 and shall be submitted no later than January 31, 2015. The report for 2015 will cover the period of January 1, 2015 through December 31, 2015 and shall be submitted no later than January 31, 2016. The report must be submitted successfully before the BIP will be considered to be complete.

**EXHIBIT III
CONSEJO COUNSELING AND REFERRAL SERVICES
WORKLOAD REDUCTION**

I. WORK STATEMENT

The Contractor shall hire and maintain direct services staff to provide outpatient mental health services for the purpose of reducing the workload of current direct service or case management staff. The program described in this Exhibit is provided in accordance with the Mental Illness and Drug Dependency Plan (MIDD) strategy #2a – *Caseload Reduction for Mental Health*.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------|-----------|-------------------------|
| State | \$247,380 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$247,380 for the period January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

To promote a reduction in the number of people with mental illness and substance use disorder using costly interventions like jail, emergency rooms, and hospitals.

B. Objectives

1. To add direct services staff in the Contractor's outpatient mental health program to decrease workloads that will allow direct service or case manager staff to see clients more regularly, assist clients to achieve greater stability and recovery, and be more responsive to clients in crisis, particularly those in and exiting from jails and hospitals.
2. To promote a more stable and effective workforce by addressing one of the key factors contributing to case manager turnover.

C. Eligibility

Contractors that provide mental health outpatient services under the King County Mental Health Plan (KCMHP).

D. Definitions

Direct Service Full-Time Equivalent (FTE): any paid staff that provide and report client outpatient services including but not limited to case managers, housing specialists, vocational specialists, peer specialists, and Registered Nurses.

1. Volunteers or interns and prescriber staff (Advanced Registered Nurse Practitioner/Psychiatrist) are excluded.
2. Staff who carry a blended caseload with some KCMHP outpatient benefits and private pay or insurance-funded clients are included on a pro-rated basis.

E. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

F. Program-Specific Requirements

1. The Contractor shall maintain a Workload Reduction Plan indicating how staff funded through workload reduction are allocated to reduce the workload of its current outpatient direct service/case management staff.
2. The Contractor shall maintain the level of direct service staff in accordance with the Contractor's Workload Reduction Plan and commensurate with the funding provided under this Exhibit.
 - a. The Contractor shall report to the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) if there is a decrease in the number of FTE staff identified in its current Workload Reduction Plan.
 - b. The Contractor shall maintain a protocol that includes prompt notification to the County when a position becomes vacant and a plan for filling the position within 60 days of vacancy.
3. The Contractor shall ensure that workload reduction-funded direct service staff contribute to:
 - a. An overall reduction of workload for current direct service/case management staff;
 - b. The ability to see clients more regularly, including outreaching to clients in their homes or other community settings;
 - c. Assistance for clients to achieve greater stability and recovery;
 - d. Responsiveness to clients who are in crisis, particularly those who are in and exiting from jails and hospitals; and
 - e. Reductions in emergency room utilization, hospital admissions, criminal and juvenile justice involvement, and prevention of out-of-home placement for children.
4. The Contractor shall provide a revised Workload Reduction Plan to MHCADSD upon changes to the plan currently on record at the County.
5. The Contractor shall participate in County-convened meetings.
6. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

- b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit monthly a Billing Invoice Package (BIP) that consists of a paper Reimbursement Request Summary provided by the County and other reporting requirements as stated in Section IV. REPORTING REQUIREMENTS.
2. The BIP shall be completed according to minimum standards as defined in the MHCADSD Standards.
3. The BIP is due within 15 days after the end of each month, except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium, when an earlier due date may be required.

B. Method of Payment

1. The Contractor shall be reimbursed monthly in the amount of \$20,615 for the period of January 1, 2015 through December 31, 2015.
2. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
3. Reimbursement shall not exceed \$247,380 for the period January 1, 2015 through December 31, 2015.
4. Payments shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.
5. Reimbursement shall be adjusted if the Contractor's quarterly report does not reflect consistency with the Contractor's Workload Reduction Plan.

If an FTE has remained vacant for more than 60 days, payment will be pro-rated for the vacant FTE as follows:

$$\frac{\text{monthly reimbursement}}{\text{\# of Workload Reduction FTEs identified in Workload Reduction Plan}} \times \text{actual \# FTEs for the month} = \text{net reimbursement}$$

IV. REPORTING REQUIREMENTS

A. Monthly Reports

None required.

B. Quarterly Reports

The Contractor shall submit the Quarterly Staffing Report with the BIP in an electronic format provided by the County to the MHCADSD Secure File Server according to the Secure File Transfer instructions provided by the County.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

None required.

**EXHIBIT IV
CONSEJO COUNSELING AND REFERRAL SERVICES
ADULT OUTPATIENT TREATMENT**

I. WORK STATEMENT

The Contractor shall provide adult outpatient substance use disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|-----------|-------------------------|
| County (MIDD) | \$ 30,000 | 01/01/2015 – 06/30/2015 |
| County (MIDD) | \$ 55,000 | 07/01/2015 – 12/31/2015 |
| County (MIDD) | \$ 1,000 | 01/01/2016 – 06/30/2016 |
| County (MIDD) | \$ 1,000 | 07/01/2016 – 12/31/2016 |
| State | \$ 25,000 | 01/01/2015 – 06/30/2015 |
| Total | \$112,000 | 01/01/2015 – 12/31/2016 |

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed \$110,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed \$2,000. The total amount of reimbursement for this Exhibit shall not exceed \$112,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Medicaid and must meet the standards for low-income client eligibility as described in the 2014 King County Substance Use Disorder Services System Policies and Procedures, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.
2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSM IV)*, or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.
3. Chemically dependent or abusing individuals as assessed by a CDP/CDPT, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: DSM IV*, or their successors, shall be eligible for County funding under the MIDD.
4. Adult indigent and low-income individuals shall receive priority services as described in the KCSUDSS P&P.
5. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.
2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:
 - a. Assessment;
 - b. ISP reviews; and

- c. Discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.
6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:
 - a. Has a current offense for a violation of Revised Code of Washington (RCW) 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);
 - b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and
 - c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and
 - d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.
7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:
 - a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and
 - b. CONTRACT shall be marked as "Criminal Justice."
8. The Contractor shall maintain the following documentation in the client file for clients identified as repeat DUI offenders:
 - a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and
 - b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.
10. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:
 - a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Adult";
 - b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and
 - c. CONTRACT shall be marked as "Local Sales Tax."
11. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.
12. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.
13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:
 - a. Name of service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;
 - f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUDs and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.
15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.
16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.
17. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be a last resort. The most reasonable means of transportation shall be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:
 - i. Name of the client;
 - ii. Name of the residential treatment program;
 - iii. Location of the residential treatment program;
 - iv. Date of the transport;
 - v. Mode of transportation;
 - vi. Name of the vendor transporting the client;
 - vii. Vendor invoice number; and

- viii. Actual cost of the transportation.
- 18. The Contractor may invoice the County for up to eight urinalysis (UAs) per individual, per month. Administered UAs shall be documented in the client file and TARGET 2000.
- 19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:
 - a. The client's deductible is monitored until met;
 - b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and
 - c. Documentation in the client file shall include:
 - i. Verification of payments made by the insurance company;
 - ii. Co-pays submitted by the client; and
 - iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is \$55,000 for the period of January 1, 2015 through June 30, 2015:
 - a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$5,000 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;
 - c. \$30,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$20,000 for Outpatient Treatment using State GIA funds.
2. The maximum reimbursement is \$55,000 for the period of July 1, 2015 through December 31, 2015:
 - a. \$5,000 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State GIA funds;
 - c. \$50,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
3. The maximum reimbursement is \$1,000 for the period of January 1, 2016 through June 30, 2016:
 - a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is \$1,000 for the period of July 1, 2016 through December 31, 2016:
 - a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State GIA funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
5. Transportation:
 - a. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;
 - b. Reimbursement shall be made based on the actual cost for the transportation service provided; and
 - c. The Contractor shall provide the receipts, invoices, and payment documents related to transportation costs along with their monthly invoice.
6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.
2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.
3. TARGET M-4 reports filtered for the Special Project County code "MIDD - Adult" which list a total of the service hours or client hours provided for the month.
4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which list a total of the service hours or client hours provided for the month.
5. TARGET C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.
7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.
3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

**EXHIBIT V
CONSEJO COUNSELING AND REFERRAL SERVICES
EXPANDED YOUTH OUTPATIENT TREATMENT**

I. WORK STATEMENT

The Contractor shall provide youth outpatient substance use disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not on Medicaid*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|-----------|-------------------------|
| County (MIDD) | \$ 50,000 | 01/01/2015 – 06/30/2015 |
| County (MIDD) | \$ 77,500 | 07/01/2015 – 12/31/2015 |
| County (MIDD) | \$ 1,000 | 01/01/2016 – 06/30/2016 |
| County (MIDD) | \$ 1,000 | 07/01/2016 – 12/31/2016 |
| State | \$ 82,500 | 01/01/2015 – 06/30/2015 |
| Total | \$212,000 | 01/01/2015 – 12/31/2016 |

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed \$210,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed \$2,000. The total amount of reimbursement for this Exhibit shall not exceed \$212,000 or the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and young adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured youth outpatient SUD treatment and relapse prevention services, and arrange for other support services as necessary. These services are expected to improve educational performance and/or employment opportunities, improve peer and family relationships, and decrease risk factors associated with the development of substance use while enhancing protective factors that decrease the likelihood of continued problematic SUD.

B. Objectives

1. To develop specific and individualized service plans (ISP) in accordance with American Society for Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 81 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Youth ages 10 through 20 years shall receive priority services as described in the KCSUDSS P&P.
2. Youth ages 10 through 20 years shall meet the standards for low-income client eligibility as described in the 2014 KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.
3. Individuals shall be diagnosed with an SUD and in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using the Global Appraisal of Individual Needs – Initial (GAIN-I) and incorporation of the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to need another level of care will be referred to the appropriate level of care by the Contractor.
4. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.
2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:
 - a. Assessment;
 - b. ISP Reviews; and
 - c. Discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;

- b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall ensure that 100 percent of all youth assessments invoiced to the County each month are completed using the GAIN-I and shall ensure that 100 percent of all youth assessments invoiced to the County are followed up using the GAIN – Monitoring 90 day (GAIN-M90) every 90 days until discharge.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other source from any other system.
6. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
7. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:
 - a. Has a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);
 - b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense;
 - c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and
 - d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.
8. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:
 - a. SPECIAL PROJECT STATE shall be entered as “CJ-Non-DUI Court”; and
 - b. CONTRACT shall be marked as “Criminal Justice.”
9. The Contractor shall maintain the following documentation in the client’s file for clients identified as repeat DUI offenders:
 - a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and
 - b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.
10. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

11. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:
 - a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Youth";
 - b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and
 - c. CONTRACT shall be marked as "Local Sales Tax."
12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.
13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:
 - a. Name of Service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;
 - f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A staff signature with credentials allowing for the billing of SUD services.
14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUDs and their related health and social impact;

- ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.
15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.
16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.
17. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pays and deductible reimbursement. The Contractor shall ensure that:
 - a. The clients deductible is monitored until met;
 - b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and
 - c. Documentation in the client file shall include:
 - i. Verification of payments made by the insurance company;
 - ii. Co-pays submitted by the client; and
 - iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is \$82,500 for the period of January 1, 2015 through June 30, 2015:

The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

- a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$7,500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;
 - c. \$0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$75,000 for Outpatient Treatment using State GIA funds.
2. The maximum reimbursement is \$77,500 for the period of July 1, 2015 through December 31, 2015:

The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and UAs is:

- a. \$7,500 for Community Outreach, Intervention, and Referral services using County MIDD funds;
- b. \$0 for Community Outreach, Intervention, and Referral services using State GIA funds;

- c. \$70,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
3. The maximum reimbursement is \$1,000 for the period of January 1, 2016 through June 30, 2016:

The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

- a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
4. The maximum reimbursement is \$1,000 for the period of July 1, 2016 through December 31, 2016:

The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

- a. \$0 for Community Outreach, Intervention, and Referral services using County MIDD funds;
 - b. \$0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;
 - c. \$1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and
 - d. \$0 for Outpatient Treatment using State GIA funds.
5. The Contractor shall be reimbursed for transporting youth on a roundtrip basis, to and from treatment, not to exceed \$50,000 for the period of January 1, 2015 through December 31, 2015.
6. A 10 percent sanction will be applied to the Assessment reimbursement requested for failure of the Contractor to utilize a GAIN-I for 100 percent of the total number of assessments billed.
7. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.
8. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS**A. Monthly Reports**

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.
2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.
3. TARGET M-4 reports filtered for the Special Project County code "MIDD-Youth" which list a total of the service hours or client hours provided for the month.
4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which lists a total of the service hours or client hours provided for the month.
5. Target C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.
6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.
7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include but is not limited to outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

**EXHIBIT VI
CONSEJO COUNSELING AND REFERRAL SERVICES
TITLE XIX MEDICAID ADULT OUTPATIENT TREATMENT**

I. WORK STATEMENT

The Contractor shall provide outpatient substance use disorder (SUD) treatment services for individuals enrolled in the Apple Health Medicaid program (Title XIX).

Funding Source

The Contractor shall be reimbursed by the Department of Social and Health Services (DSHS) for outpatient SUD treatment services in accordance with the most current DSHS Title XIX reimbursement schedule. The Contractor shall accept this reimbursement as the sole and complete remuneration for services provided during the Exhibit period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.
2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals shall be enrolled in Title XIX.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.
3. Eligible individuals shall receive priority services as described in the KCSUDSS P&P.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.
2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:
 - a. Assessment;
 - b. ISP reviews; and
 - c. Discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall maintain, in good standing, a current Title XIX contract with the Division of Behavioral Health and Recovery (DBHR). The Contractor shall comply with Title XIX service requirements as specified in the Contractor's Core Provider Agreement.
7. The Contractor shall follow the guidelines and billing instructions as described in the most current ProviderOne Billing and Resource Guide.
8. The Contractor shall provide repayment of Title XIX funds based upon findings of an audit, investigation, or other proceedings.
9. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.
10. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration. Title XIX billings that are resubmitted per the Contractor's policies and procedures and ultimately denied by ProviderOne may be invoiced to the County pursuant to KCSUDSS P&P.
11. The Contractor shall ensure that the correct Procedure Codes-Modifier is used with all Title XIX billings. When billing for Repeat Driving Under the Influence services, the Criminal Justice Funding Source Procedure Codes-Modifier shall be used, and "SCI=RD" shall be entered into the Claim Note field.
12. The Contractor shall complete the King County TARGET 2000 Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.
13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data and ProviderOne billing records using the following documentation:
 - a. Name of service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;
 - f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUDs and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of substance use disorder treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be of last resort. The most reasonable means of transportation must be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:
 - a. Name of the client;
 - b. Name of the residential treatment program;
 - c. Location of the residential treatment program;
 - d. Date of the transport;
 - e. Mode of transportation;
 - f. Name of the vendor transporting the client;
 - g. Vendor invoice number; and
 - h. Actual cost of the transportation.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.
- B. The Contractor shall reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.
- C. The Contractor may invoice the County for billings for services ultimately denied by ProviderOne pursuant to the KCSUDSS P&P.
- D. Transportation
 - 1. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;
 - 2. Reimbursement shall be made based on the actual cost for the transportation service provided;
 - 3. The Contractor shall provide the receipts, invoices and payment documents related to transportation costs along with their monthly invoice;
 - 4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds; and
 - 5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

- A. Monthly Reports
 - 1. The Contractor shall submit TARGET M-4 reports, which list the service hours or client hours provided for the month.
 - 2. The Contractor shall complete the Adult Title XIX monthly report forms as provided by the County showing the amount billed to ProviderOne and the amount received from ProviderOne for each service month and for each funding category.
- B. Quarterly Reports

None required.
- C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

**EXHIBIT VII
CONSEJO COUNSELING AND REFERRAL SERVICES
TITLE XIX MEDICAID YOUTH OUTPATIENT TREATMENT**

I. WORK STATEMENT

The Contractor shall provide outpatient Substance Use Disorder (SUD) treatment services for individuals enrolled in the Apple Health Medicaid program (Title XIX).

Funding Source

The Contractor shall be reimbursed by the Department of Social and Health Services (DSHS) for outpatient SUD treatment services in accordance with the most current DSHS Title XIX reimbursement schedule. The Contractor shall accept this reimbursement as the sole and complete remuneration for services provided during the Exhibit period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and young adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like detention, emergency rooms, and hospitals.
3. To provide structured youth outpatient treatment and relapse prevention services and arrange for other support services as necessary. These services are expected to improve educational and/or employment opportunities and performance and peer and family relationships, and decrease risk factors associated with the development of substance use while enhancing protective factors that decrease the likelihood of continued problematic substance use.

B. Objectives

1. To develop specific and individualized service plans (ISP) in accordance with American Society for Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, and relapse prevention, re-entry counseling, and re-employment support as needed by persons accepted for outpatient treatment.
2. To ensure that a minimum of 81 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals shall be enrolled in Title XIX.
2. Youth ages 10 through 20 years shall receive priority services as described in the KCSUDSS P&P.
3. Individuals shall be diagnosed with a SUD and in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using the Global Appraisal of Individual Needs – Initial (GAIN-I) and incorporation of the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* (DSM IV), or their successors. Persons found to need another level of care will be referred to the appropriate level of care by the Contractor.
4. Eligible individuals shall receive priority services as described in the KCSUDSS P&P.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, group treatment, family treatment and support, education and/or job-seeking motivation and assistance, and case management.
2. The Contractor shall ensure that 100 percent of all youth assessments invoiced to Title XIX each month are completed using the Global Appraisal of Individual Needs – Initial (GAIN-I) and shall ensure that 100 percent of all youth assessments invoiced to the County are followed up using the GAIN Monitoring 90 day (GAIN-M90) every 90 days until discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall assess and assign a separate ASAM level of care for each of the six ASAM dimensions and overall level-of-care placement recommendation at the following treatment plan points:
 - a. Assessment;

- b. ISP Reviews; and
 - c. Discharge.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.
 6. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
 7. The Contractor shall maintain, in good standing, a current Title XIX contract with the Division of Behavioral Health and Recovery (DBHR). The Contractor shall comply with Title XIX service requirements as specified in the Contractor's Core Provider Agreement.
 8. The Contractor shall follow the guidelines and billing instructions as described in the most current ProviderOne Billing and Resource Guide.
 9. The Contractor shall provide repayment of Title XIX funds based upon findings of an audit, investigation, or other proceedings.
 10. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.
 11. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration. Title XIX billings that are resubmitted per the Contractor's policies and procedures and ultimately denied by ProviderOne may be invoiced to the County pursuant to KCSUDSS P&P.
 12. The Contractor shall ensure that the correct general procedure codes modifier is used with all Title XIX billings.
 13. The Contractor shall complete the King County TARGET 2000 Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months for every client admission lasting six months or longer.
 14. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data and ProviderOne billing records using the following documentation:
 - a. Name of service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;

- f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A staff signature with credentials allowing for the billing of SUD services.
15. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
- a. The identification of a Contractor staff person that will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUD and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts, related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Contract Monitor of any neighborhood problems or concerns within five working days of the event.
16. The Contractor shall refer youth that have not previously received an Early Periodic Screening, Diagnosis, and Treatment Services (EPSDT) health screen to an EPSDT primary health care provider for an EPSDT health screen.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall bill Provider One for Title XIX services at least once a month, ensuring that all services eligible to be billed to Provider One are billed no later than the seventh day of the month following delivery of the services.
- B. The Contractor shall reconcile Title XIX billings, ensuring that any billings that are corrected or denied by Provider One are reviewed and resubmitted to Provider One for reconsideration.
- C. The Contractor may invoice the County for billings for services ultimately denied by Title XIX pursuant to KCSUDSS P&P.

IV. REPORTING REQUIREMENTS**A. Monthly Reports**

1. The Contractor shall submit TARGET M-4 reports which list the service hours or client hours provided for the month.
2. The Contractor shall complete the Youth TXIX monthly report form as provided by the County showing the Title XIX amount billed to ProviderOne and the amount received from Provider One for each service month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

EXHIBIT VIII
CONSEJO COUNSELING AND REFERRAL SERVICES
TITLE XIX MEDICAID DRUG COURT ADULT OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide outpatient substance use disorder (SUD) treatment services for Drug Court individuals enrolled in the Title XIX Apple Health program (Title XIX).

Funding Source

The Contractor shall be reimbursed by the Department of Social and Health Services (DSHS) for outpatient SUD treatment services in accordance with the DSHS Title XIX reimbursement schedule. The Contractor shall accept this reimbursement as the sole and complete remuneration for services provided during the Exhibit period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.
4. To provide resources and support to assist the drug court participant in the acquisition of skills necessary for the maintenance of sobriety.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.
2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.
3. To ensure that clients receiving an assessment have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals shall be enrolled in Title XIX.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV*, or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.
3. Eligible individuals shall receive priority services as described in the KCSUDSS P&P.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.
2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:
 - a. Assessment;
 - b. ISP reviews; and
 - c. Discharge.
3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:
 - a. Reflects client strengths and needs, as identified in the client assessment;
 - b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;
 - c. Documents client involvement in ISP development; and
 - d. Reflects clinical progress or lack thereof.
4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.
5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall maintain, in good standing, a current Title XIX contract with Division of Behavioral Health and Recovery (DBHR). The Contractor shall comply with the Title XIX service requirements as specified in the Contractor's Core Provider Agreement.
7. The Contractor shall follow the guidelines and billing instructions as described in the most current ProviderOne Billing and Resource Guide.
8. The Contractor shall provide repayment of Title XIX funds based upon findings of an audit, investigation, or other proceedings.
9. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.
10. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.
11. The Contractor shall ensure that the correct Procedure Codes-Modifier is used with all Title XIX billings. If assigned to State Drug Court funding, "SCI=SD" shall also be entered into the Claim Note field.
12. The Contractor shall complete the King County TARGET 2000 Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.
13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data and ProviderOne billing records using the following documentation:
 - a. Name of service provider;
 - b. Date of service;
 - c. Location of service;
 - d. Service duration;
 - e. Service modality;
 - f. A progress note that sufficiently documents the following:
 - i. The clinical service provided;
 - ii. How the service encounter is related to the client's ISP; and
 - iii. Justification for the listed modality and duration; and
 - g. A staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:
 - a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:
 - i. Act as a neighborhood resource on SUDs and their related health and social impact;
 - ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and
 - iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;
 - b. The documentation of neighborhood relation efforts and neighborhood contacts, related to outstanding problems or neighborhood concerns;
 - c. A plan to address or resolve neighborhood problems or concerns; and
 - d. A procedure for notifying the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be of last resort. The most reasonable means of transportation must be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:
 - a. Name of the client;
 - b. Name of the residential treatment program;
 - c. Location of the residential treatment program;
 - d. Date of the transport;
 - e. Mode of transportation;
 - f. Name of the vendor transporting the client;
 - g. Vendor invoice number; and
 - h. Actual cost of the transportation.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed ProviderOne are billed no later than the seventh day of the month following delivery of the services.
- B. The Contractor shall reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.
- C. The Contractor may invoice the County for billings for services denied by Title XIX pursuant to the KCSUDSS P&P.
- D. Transportation
 1. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;
 2. Reimbursement shall be made based on the actual cost for the transportation service provided;
 3. The Contractor shall provide the receipts, invoices and payment documents related to transportation costs along with their monthly invoice;
 4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds; and
 5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. The Contractor shall submit TARGET M-4 reports which list the service hours or client hours provided for the month.
2. The Contractor shall complete the Drug Court Title XIX monthly report forms as provided by the County showing the amount billed to ProviderOne and the amount received from ProviderOne for each service month and for each TXIX funding category.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

EXHIBIT IX
CONSEJO COUNSELING AND REFERRAL SERVICES
JUVENILE DRUG COURT CASE MANAGEMENT SERVICES

I. WORK STATEMENT

The Contractor shall provide Case Management Services for the Juvenile Drug Court youth enrolled in agency services to coordinate and collaborate with the King County Superior Court, Juvenile Drug Court (JDC) team.

Funding Source

| Fund Source | Amount | Effective Dates |
|-------------|---------|-------------------------|
| County (CD) | \$6,000 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$6,000 for the period of January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

1. To provide effective prevention and intervention strategies for those most at risk and most in need to reduce or prevent more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses.
2. To divert youth and adults with mental illness and chemical dependency from initial or further justice system involvement.
3. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and adults.

B. Objectives

1. To support provision and quality assurance for the following evidence-based programs: A-CRA, ACC, Seven Challenges[®] and TF-CBT. These evidence-based programs are to serve JDC youth, their families and, where appropriate, significant others, mentors, and other appropriate adults.
2. To increase positive relationships of JDC youth with their friends and family.
3. To increase identification of positive social activities.
4. To reduce substance abuse.

C. Eligibility

JDC youth age 12-18 years, their families and, where appropriate, significant others, mentors, or other appropriate adults.

D. Definitions

1. Adolescent Community Reinforcement Approach (A-CRA): a behavioral intervention that seeks to increase the family, social, and educational/vocational reinforcers of an adolescent to support recovery; conversely, if an adolescent uses alcohol or other drugs, then a time-out from these reinforcers occurs (based on Hunt & Azrin, 1973).
2. Assertive Continuing Care (ACC): includes home visits and case management for youth following a primary treatment episode for substance abuse or dependence. (A-CRA procedures also are used as a part of ACC). ACC is primarily used as continuing care. It stresses rapid initiation of services after discharge from residential or outpatient treatment in order to prevent or reduce the likelihood of relapse. In clinical trials research, ACC is usually a 90-day intervention, but it can be extended for additional weeks or months as needed.
3. Global Appraisal for Individual Needs (GAIN): a group of valid and reliable assessment tools.
4. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT): a psychosocial treatment model designed to treat post-traumatic stress and related emotional and behavioral problems in children and adolescents. Initially developed to address the psychological trauma associated with child sexual abuse, the model has been adapted for use with children who have a wide array of traumatic experiences, including domestic violence, traumatic loss, and the often multiple psychological traumas experienced by children prior to foster care placement. The treatment model is designed to be delivered by trained therapists who initially provide parallel individual sessions with children and their parents (or guardians), with conjoint parent-child sessions increasingly incorporated over the course of treatment.
5. The Seven Challenges[®] Program is designed specifically for adolescents with drug problems, to motivate a decision and commitment to change — and to support success in implementing the desired changes. The Program simultaneously helps young people address their drug problems as well as their co-occurring life skill deficits, situational problems, and psychological problems. The challenges provide a framework for helping youth think through their own decisions about their lives and their use of alcohol and other drugs. Counselors using The Seven Challenges Program teach youth to identify and work on the issues most relevant to them. In sessions, as youth discuss the issues that matter most, counselors seamlessly integrate the Challenges as part of the conversation.

E. General Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

F. Program-Specific Requirements

1. The Contractor shall provide the following case management activities:
 - a. Complete and submit JDC-required reports;
 - b. Attend JDC sessions to support JDC youth; and

- c. Participate in case management/coordination activities, JDC business meetings, staffings, retreats, and travel time.
2. All staff payroll hours billed must not be for services paid for by any other fund source.
3. The Contractor shall ensure partnerships with substance abuse and mental health treatment providers for the purpose of ensuring quality linkages to needed treatment and/or evidence-based programs specifically designed to reduce justice and dependency recidivism.
4. The Contractor shall participate in County-convened meetings.

III. **COMPENSATION AND METHOD OF PAYMENT**

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or where there are no reimbursements payable to the Contractor.
 - a. If there are no services, indicate on the RRS in the Contractor note section.
 - b. If there are services but Contractor funding allocation has depleted, continue to submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P), Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

Reimbursement will be made up to a total of \$6,000 for the period of January 1, 2015 through December 31, 2015.

1. The Contractor shall be reimbursed up to a maximum of \$6,000 for the period of January 1, 2015 through December 31, 2015 for activities related to Case Management activities for JDC youth calculated at the rate of \$42.44 per staff hour.
2. All hours billed by the Contractor must not be for services paid for by another fund source.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall provide a monthly report of JDC youth Case Management Services provided by MHCADSD each month with each invoice. Any changes to the report need to be approved by the contract monitor.

B. Quarterly Reports

None Required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

Upon request from the County, the Contractor shall submit one brief summary of a sample client success story accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

EXHIBIT X
CONSEJO COUNSELING AND REFERRAL SERVICES
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL
EDUCATION AND TRAINING

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|---------|-------------------------|
| County (MIDD) | \$5,000 | 01/01/2015 – 12/31/2015 |
| Total | \$5,000 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$5,000 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPTs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.
 - a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.
 - b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.
 - c. Current CDPTs and CPPs are eligible for reimbursement of certification renewal costs.
2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.
3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPTs, CPPTs, or CPPs.
2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.
3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:
 - a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;
 - b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;
 - c. Test fees for taking and passing the DOH test requirements to become a CDP;
 - d. Initial DOH CDPT and CDP application and certification costs; and

- e. Annual DOH certification renewal costs for CDPTs and CDPs.
4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:
 - a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;
 - b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:
 - i. Substance Abuse Prevention Specialist Training;
 - ii. Washington State Prevention Summit;
 - iii. National Prevention Network Prevention Research Conference;
 - iv. The Art and Science of Community Organizing;
 - v. Ethics in Substance Abuse Prevention; and
 - vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;
 - c. PSCBW initial application and test fees associated with becoming a CPP; and
 - d. Biennial certification renewal costs for CPPs.
5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.
6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.
7. The following are not eligible for reimbursement:
 - a. Staff time to attend trainings and/or classes;
 - b. The cost of replacement staff to substitute for staff in training and/or classes;
 - c. Mileage to and from classes or tests;
 - d. Purchases of equipment, such as computers; and
 - e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.
9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.
10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.
11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.
12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P), Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed \$5,000 for the period of January 1, 2015 through December 31, 2015.
2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.
3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.
4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.
5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the tenth month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

**EXHIBIT XI
CONSEJO COUNSELING AND REFERRAL SERVICES
CLINICAL SUPERVISION SERVICES FOR
CHEMICAL DEPENDENCY PROFESSIONAL TRAINEES**

I. WORK STATEMENT

The Contractor shall have access to Clinical Supervision funding to reimburse for structured individual supervision, group supervision, and clinical observations for Chemical Dependency Professional Trainees (CDPTs). The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training*.

Funding Source

| Fund Source | Amount | Effective Dates |
|---------------|----------|-------------------------|
| County (MIDD) | \$15,000 | 01/01/2015 – 12/31/2015 |

The total amount of reimbursement for this Exhibit shall not exceed \$15,000 for the period January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of providing structured CDPTs. The maximum reimbursement is determined by the total number of CDPTs authorized to receive reimbursement as outlined in this Exhibit.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of Chemical Dependency Professionals (CDPs) and Certified Prevention Professionals (CPPs) in King County.

B. Objectives

1. To increase the number of CDPTs who successfully complete the education requirements to become a CDP.
2. To increase the number of CDPTs who successfully test to become a CDP.
3. To support and encourage current CDPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The Contractor must be involved in the King County Clinical Supervision Learning Collaborative to be eligible for this Pilot Exhibit.

2. The Clinical Supervisor assigned to provide the Program-Specific Requirements must be trained and adept in a model of Clinical Supervision that includes Addiction Counseling Competencies, Technical Assistance Series (TAP 21).
3. The individual CDPTs receiving Clinical Supervision must be working in King County as an employee or volunteer of the Contractor.
4. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: <http://edit.kingcounty.gov/operations/DCHS/contracts.aspx>.

E. Program-Specific Requirements

1. The Contractor shall provide the following types of clinical supervision activities for CDPTs:
 - a. Individual supervision in the form of a clinical supervision session, mentoring, or coaching to improve clinical skills;
 - b. Group supervision in the form of clinical staffing of clients in a group setting of three or more clinicians including the supervisor; and
 - c. Clinical observations by a supervisor of CDPT groups, individuals, or assessments in person, videotaped, or audiotaped.
2. The Contractor must keep documentation of the clinical value of all supervision that is funded through this exhibit. This includes individual, group, and observation supervision. The Contractor shall make these records available for review upon the request of the County.
3. The County will deny any reimbursement requests that do not meet the described requirements or may suspend all reimbursement should funding not be adequate to meet the requests.
4. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.
 - a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.
 - b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.
2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.
3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.
4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.
 - a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.
 - b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.
5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.
6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.
7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed at a rate of \$50 per hour for a maximum of 50 hours per individual CDPT of documented clinical supervision during this Exhibit. Documentation includes a record of supervision useable to document state supervision requirement and full reporting of the monthly amount of supervision on the original Monthly RRS form.
2. The Contractor shall be reimbursed for clinical supervision hours for a maximum of eight CDPTs not to exceed \$15,000 from January 1, 2015 through December 31, 2015.
3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.
4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary if no reimbursements were made during the month.

B. Quarterly Reports

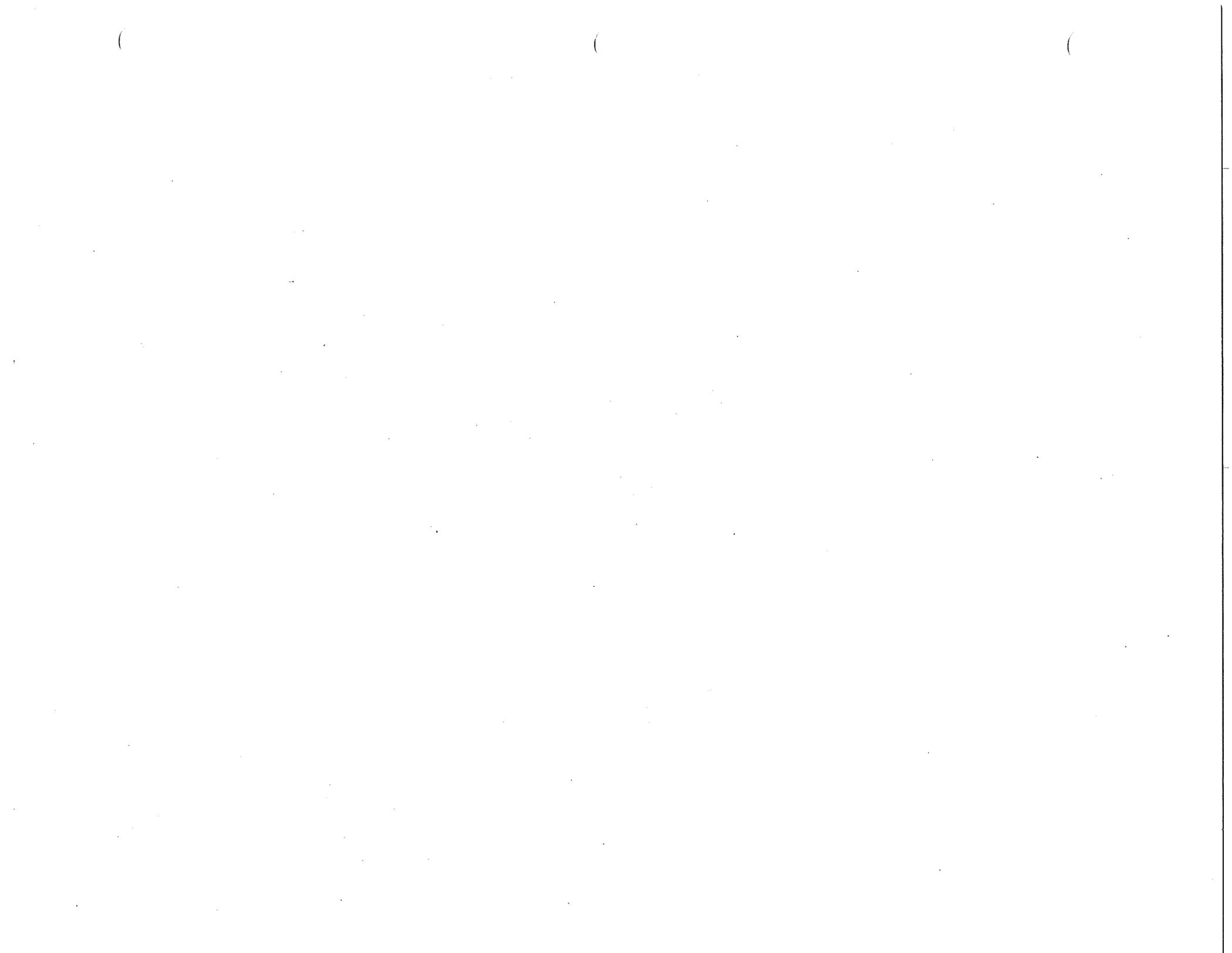
None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than six months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the six-month time frame, payment for invoices will be held in the seventh month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.
2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.
3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.





King County

**Mental Health, Chemical Abuse
and Dependency Services Division**

Department of
Community and Human Services

CNK-HS-0400
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401 Fifth Avenue, Suite 400
Seattle, WA 98104

206-263-9000

206-296-0583 Fax (Reception)
206-205-1634 Fax (Clinical Services)
7-1-1 TTY/TDD

July 2, 2014

Beratta Gomillion, Executive Director
Center for Human Services
17018 – 15th Avenue NE
Shoreline, WA 98155

RE: King County Mental Health, Chemical Abuse and Dependency Services Division
2014 Contract Compliance Review

Dear Ms. Gomillion:

On June 2, 2014, King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) staff reviewed Center for Human Services administrative, clinical, and billing reconciliation compliance with the King County Substance Use Disorder (SUD) contract requirements. Additionally, a facilities compliance review was conducted at 18414 – 103rd Avenue NE, Bothell, Washington, 98011 on June 9, 2014 and a second Title XIX reconciliation was completed on June 27, 2014. Below is a summary of our findings. Please see the attached Site Visit Living Document Spreadsheet for detailed findings.

CLINICAL REVIEW

41 compliant clinical items reviewed / 56 total clinical items reviewed = 73 percent accuracy.

This includes AOT, YOT, Child Care and Diversion. Clinical items reviewed and found partially compliant or non-compliant require a corrective action plan (CAP). Please see the attached "Living Document" spreadsheet for the specific findings, and to submit a CAP.

Beratta Gomillion
 July 2, 2014
 Page 2 of 4

ADMINISTRATIVE REVIEW

28 compliant admin items reviewed / 28 total admin items reviewed = 100 percent accuracy.

Administrative items reviewed and found partially compliant or non-compliant require a corrective action plan (CAP). Please see the attached "Living Document" spreadsheet for the specific findings, and to submit a CAP.

RECONCILIATION REVIEW

As the Contractor, you are financially responsible for the billing reconciliation of SUD services. According to the contract, you are responsible for ensuring that clinical files reconcile to County and/or Title XIX billings as well as to TARGET entries. Non-reconciliation that occurs due to negligence, intentional acts, and/or failure for any reason by the Contractor, its officers, employees, agents, and/or representatives may result in a repayment to the County and/or the State of Washington.

The King County benchmark for reconciliation accuracy rates is 90 percent; an accuracy rate of 89 percent or lower requires a follow-up meeting to discuss a potential payback. All Title XIX billing errors or issues found by the County during the reconciliation review, or found by you as the Contractor but not reviewed by the County, must be corrected. Corrections to Title XIX billings may include correcting TARGET and/or repaying ProviderOne.

Title XIX Reconciliation Finding

375 accurate services reviewed / 431 total services reviewed = 87 percent accuracy.

- As the Contractor, you are required to reimburse ProviderOne for all services reviewed which you billed and received payment for but for which we could not find accurate documentation in the client file.
- For systemic findings, please review and correct all service unit errors, including service unit errors not reviewed by the County and/or errors that occurred outside of the site review visit period. For service units that were billed to ProviderOne but were not in TARGET, please enter those services into TARGET and submit the corrected TARGET report to us within 30 days of receipt of this letter.
- See the ProviderOne billing Guidelines Manual for payment adjustment instructions. Before your site visit can be completed, King County must receive a copy of the remittance advice showing payment for all of those services that required a payback.

County Community Services Reconciliation Finding

105 accurate services reviewed / 115 total services reviewed = 91 percent accuracy.

Center for Human Services is found to be compliant.

BENCHMARK REVIEWS

| | 2014 | 2013 / 2012 | Benchmark |
|-----------------------------------|--------------------------|--------------------------|------------------|
| Average Monthly Retention | | | |
| Adult (015900) | 79.1% (Jan.-Feb.) | 63.7% / 71% | 76% |
| Adult (153800) | 72.5% (Jan.-Feb.) | 73.6% / 74% | 76% |
| Youth (15900) | 75.6% (Jan.-Feb.) | 75.5% / 76.3% | 81% |
| Average Monthly Caseload | | | |
| Adult (015900) | 41.5 (Jan.-April) | 52 / 62.1 | |
| Adult (153800) | 24.3 (Jan.-April) | 24.5 / 16.5 | |
| Youth (15900) | 22.8 (Jan.-April) | 27.6 / 29.8 | |
| Assessment to Admission Ratio | | | |
| Follow-Up | | | |
| Youth: M-90 Completion | 66% (2 out of 3 files) | N/A | 90% |
| Adult: Milestones | N/A (GAIN M90) | N/A (GAIN M90) | 80% |
| CDP-CPP Reimbursement utilization | \$1,995.92 (Jan.-May) | \$10,475.04 / \$6,926.61 | |
| **Renewals | \$ 870.00 | \$2,620.00 / \$3,070.00 | |
| **Tuition and Text Books | \$1,100.00 | \$5,225.04 / \$3,286.61 | |
| **New Licensure | \$ 0.00 | \$2,125.00 / \$ 425.00 | |
| **CDP Testing | \$ 0.00 | \$ 505.00 / \$ 145.00 | |

**CDP-CPP itemized amounts are approximate based on monthly reports.

CORRECTIVE ACTION SUMMARY

Center for Human Services is in compliance with the County contract requirements for publicly funded SUD services, except where noted on the attached spreadsheet. For each item rated "Non-compliance; corrective action required" or "Partial compliance; corrective action required," the Contractor must submit a CAP detailing the steps Center for Human Services will take to become compliant. Please submit a CAP for each item as noted on the attached spreadsheet. To do this, save the attached spreadsheet to your computer. Make revisions in your saved version in the appropriate column for each tab on the spreadsheet. To submit the CAP, email your updated spreadsheet as an attachment to myself. You do not need to submit a paper copy.

Beratta Gomillion
July 2, 2014
Page 4 of 4

CONCLUSION

We encourage Center for Human Services to review and validate the attached data accuracy tally sheet of findings and review each file to ensure that the findings are accurate. Please notify us immediately if there appear to be errors to the tally sheets and/or findings. Otherwise, we anticipate that Center for Human Services will make all necessary corrections to its systems to ensure that the client files are complete. Please submit any documentation within 30 days of the receipt of this letter, as requested above, for each section where applicable. The review team thanks you and your staff for your cooperation and for your efforts to accommodate this contract compliance program review.

Sincerely,



Ileana Janovich, MSW, CDP
Chemical Dependency Contract Monitor

IJ:hmr

Q:\Contracts\2014\Center for Human Services\Site Visit\Contract Compliance\CD\2014 CHS Site Visit Results letter.doc

Enclosures: Site Visit Living Document Spreadsheet

cc: Tracy Little, Finance Director, Center for Human Services
Ramona Graham, Substance Abuse Program Director, Center for Human Services
Rose Hardee, Quality Assurance Coordinator, Center for Human Services
Lauri Turkovsky, Behavioral Health Program Manager, Division of Behavioral Health and Recovery
Jim Vollendroff, Division Director, Mental Health, Chemical Abuse and Dependency Services Division
Brad Finegood, Assistant Division Director, Mental Health, Chemical Abuse and Dependency Services Division
Karen Spoelman, Cross System Contract Services Section Coordinator, Mental Health, Chemical Abuse and Dependency Services Division
ATTN: Sean Davis, Chemical Dependency Contract Supervisor
Contract File
Electronic File



King County

**Mental Health, Chemical Abuse
and Dependency Services Division**

Department of
Community and Human Services

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Seattle, WA 98104

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206-205-1634 Fax (Clinical Services)
7-1-1 TTY/TDD

August 22, 2014

Kathleen Southwick
Executive Director
Crisis Clinic
9725 Third Avenue NE, Suite 300
Seattle, WA 98115

RE: Contract Compliance Review

Dear Ms. Southwick:

The King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) has completed the 2014 Crisis Clinic (CC) contract compliance review in accordance with MHCADSD policies, King County contract # 5616096, and the King County Mental Health Plan Policies and Procedures (KCMHP P&P) effective January 1, 2014. For 2014, Exhibit II Inpatient Authorization was reviewed, which included a desktop review of CC's relevant policies and procedures and a clinical review of 52 charts (42 adult and 10 child), including authorizations, denials, retro-authorizations, retro-authorization denials, negotiated diversions, length-of-stay extension authorizations (including administrative days), and length-of-stay extension denials.

Findings are located in the attached Administrative Review Findings Summary and the Clinical Review Findings Summary, along with the relevant questions and compliance standards.

Kathleen Southwick
August 22, 2014
Page 2 of 3

Exhibit II Inpatient Authorization Summary of Findings

Administrative

CC's P&Ps pertaining to the Inpatient Authorization process were reviewed and found to be in full compliance.

Clinical

The standard used by MHCADSD to determine full compliance with each requirement is that 80 percent of charts reviewed for that requirement must be in full compliance for the agency to receive a finding of full compliance for that requirement. If 20 percent or more of charts reviewed are either non-compliant or in partial compliance on a particular requirement, the agency will be required to submit a corrective action. In addition, if there are less than five records for which a particular requirement applies, the score for that requirement is determined to be not applicable.

The clinical chart review demonstrated that the agency was in full compliance with all contract requirements reviewed. CC promptly responds to hospital authorization requests and makes appropriate clinical decisions. Clinical records included thorough and clear documentation.

Additional Information

In the charts where CC authorized initial inpatient hospitalization, we often found a report drawn from CC's daily authorization log that CC sends to each hospital each day, listing the clients authorized for each hospital. The report had the name of the client whose chart was being reviewed and sometimes had the name of other clients who were authorized the same day to the same hospital. CC indicated it would start only having information about the client on this document filed in the client's chart and no other person's name or authorization information. CC confirmed by email on August 15, 2014 that the agency implemented this process after the site visit on June 6, 2014. On August 19, 2014, CC staff communicated that there will be a review of all 2013 charts and 2014 charts through June 6, 2014 and removal or redacting the report that contains another clients' names/information will occur. CC plans to complete this process by October 31, 2014. When charts prior to 2013 are pulled for any reason (for release of information request, subpoena, etc.), CC will review these charts and remove or redact the report if it contains the name/information of another client. MHCADSD is in agreement with this plan. Please notify MHCADSD when this chart review has been completed.

Please review this report and let us know if you have any questions about our findings within 30 working days of receipt. The report will become final 30 working days from receipt and becomes part of CC's permanent file at King County MHCADSD.

Kathleen Southwick
August 22, 2014
Page 3 of 3

Thank you for the cooperation we received throughout the site visit. If you are in need of technical assistance regarding the on-site review or the enclosed documents, please contact me at 206-263-8953 or at Richard.Crabb@kingcounty.gov.

Crisis Clinic continues to provide a valuable service to the mental health community through its inpatient authorization process.

Sincerely,



Dick Crabb
Mental Health Contract Monitor/Care Authorizer

DC:MS:hmr

Q:\Contracts\2014\Crisis Clinic\Site Visit\Contract Compliance\MH\2014 Crisis Clinic Site Visit Report.doc

Enclosures: Administrative Review Findings Summary
Clinical Review Findings Summary

cc: Electronic File
Contract File



King County

**Mental Health, Chemical Abuse
and Dependency Services Division**

Department of
Community and Human Services

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Seattle, WA 98104

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7-1-1 TTY/TDD

William G. Hobson, Executive Director
Downtown Emergency Service Center
515 Third Avenue
Seattle, WA 98104

August 7, 2014

RE: 2014 Contract Compliance Review Results – Crisis Diversion Services

Dear Mr. Hobson:

On July 9 and 10, 2014, the King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) conducted an on-site contract compliance review of the Downtown Emergency Services Center (DESC) – Crisis Diversion Services, Crisis Solutions Center (CSC) program.

This report includes a summary of the key findings. If DESC received partial compliance or non-compliance findings, corrective action is required. Specific information related to findings will be found in the enclosed 2014 Partial Compliance and Non-Compliance Findings Summary.

General Comments

A review of administrative, clinical and personnel files pertaining to the Exhibit XIV Crisis Diversion Services was conducted by Susan Schoeld, Crisis Diversion Program Manager; Chelsea Baylen, Veterans Justice Coordinator; and Geoff Miller, Washington Screening, Brief Intervention, and Referral to Treatment (WASBIRT) Primary Care Integration (PCI) Program Coordinator. The files were reviewed using applicable site visit instrument created directly from the 2014 Contract Exhibit XIV. DESC provided the program documentation requested.

Summary of Findings

Please refer to the attached 2014 Partial Compliance and Non-Compliance Findings Summary documents for specific findings and comments.

William G. Hobson
August 7, 2014
Page 2 of 5

EXHIBIT XIV CRISIS DIVERSION SERVICES

Administrative Review and Findings

Several administrative items were reviewed during the site visit from documentation provided by DESC. DESC is in full compliance with most of the administrative program requirements of this Exhibit. A desktop review of the General Program Requirements identified an issue in the area of submitting program participant data in the MHCADSD Information System (IS) in regards to referral out data for the Mobile Crisis Team (MCT). This issue has been and is still currently being reviewed to determine the feasibility of, as well as the most reasonable and appropriate methods for, capturing this information and will not be included as a finding in this report.

There were two issues identified in the desktop review that are considered partially compliant and both have to do with submission of data into the MHCADSD IS. The first is regarding submission of zip code data for both the MCT and Crisis Diversion Facility (CDF) and the second is regarding missing MCT transactions compared to the number of MCT authorizations.

The review suggested a few revisions to address minor issues, including:

- Correct the overuse of "Self" as a referral out for CDF and Crisis Diversion Interim Services (CDIS). There appears to be an underreporting of referrals out in general for both of these programs (i.e. less than 2 percent of 1,816 cases reviewed by the Mental Illness and Drug Dependency (MIDD) evaluator had any referrals to housing).
- Update all documents to reference fire departments rather than Medic One units in regards to eligible referent agencies.
- Clarify in the CSC overview document (page 4) that felony offense(s) are not, in and of themselves, exclusionary unless they are violent or sexual offenses and within the past 10 years.
- Additionally, clarification was provided by the CSC program manager that they do not contact referral sources to assist with disposition in cases where individuals are not admitted after referral. CSC takes on the disposition issues and planning once the individuals arrive at the facility and only contact the referring party upon referent request to inform them of the individual's decision to leave. The exception is in cases of jail diversions where staff will make an attempt to contact law enforcement for individuals who did not participate fully in the diversion and have made the decision to leave. Clarification on expectations regarding non-admitted individuals will be included in the contract exhibit next year.

William G. Hobson
August 7, 2014
Page 3 of 5

Clinical Review and Findings

DESC is in compliance with many of the clinical program requirements of this Exhibit. There are no findings in the CDF/CDIS clinical review, as the CSC met at least 90 percent of all contract measures reviewed; the files were either fully compliant or the measures were deemed not applicable.

There were four items found to be in non-compliance in the MCT clinical review, with 0 percent to 20 percent of the files reviewed meeting the standards of the contract measures. The items of non-compliance were in the following areas: provision of privacy practices and consumer rights to clients, tobacco cessation expectations, and the administration of the Global Appraisal of Individual Needs Short Screener (GAIN-SS).

Additionally, the review identified documentation concerns that were outside the scope of the site visit. They are included here for consideration regarding quality improvements. However, there are no findings regarding these issues:

- Concerns about data entry and ensuring that all services, referrals, and linkages are accurately captured in CHASERS at discharge. Based on documentation in charts, much more referral and linkage activities are occurring than are being submitted.
- Documentation was found in clinical files in regards to identifying plans for services. However, there were instances where services or supports were indicated, but there was no subsequent follow up indicated. For example, there were clients who were identified as homeless, but there did not appear to be a focus on addressing this issue. In one instance, no housing applications were completed; despite references to homelessness and the client being provided resources to follow up on their own, there was no evidence of staff assistance to complete an application or access appropriate resources.
- One file had a release of information (ROI) that was written to "DBHR Treatment Centers of Washington" and not to a specific treatment agency as required. The same file was missing information on discharge reasons/planning and RN termination notes.
- There were some individuals for whom there was no primary care provider (PCP) identified in the file nor any identified attempts to engage the individual with a PCP.
- One individual was tiered, but no information was identified regarding their mental health and/or substance abuse disorders.

Personnel Review and Findings

A review of the personnel files for the CSC programs showed partial compliance in the area of required training.

William G. Hobson
August 7, 2014
Page 4 of 5

Corrective Action

Required Not Required

Conclusion

The MHCADSD reviewers noted several program strengths, including the following:

- The files overall were well organized and documentation was complete.
- The nursing assessments as a whole were very comprehensive and detailed.
- The programs are working with extraordinarily complex clients and are focused on the specific needs and abilities of the individuals they are serving.
- The administrative review went very well. The policies and procedures (P&Ps) were well organized and had all the required information. Staff willingness to identify how and where to locate all the information necessary for the review made it go very smoothly:
- The clinical review also went well and the information in CHASERS was easy to follow. Chart notes indicated the types of services and supports the individuals were receiving and the reviewers were able to see the progression from entry to exit.

The reviewers found many instances of good reporting and documentation; however, there is room for improvement to ensure that this documentation is entered both into CHASERS and the MHCADSD IS. The reviewers found instances of partial and non-compliance with contract requirements pertaining to Exhibit XIV Crisis Diversion Services. These findings are detailed on the Crisis Diversion Services Partial Compliance and Non-Compliance Findings Summary enclosed with this report. These findings require a corrective action plan (CAP) from DESC. The CAP must identify how DESC will meet the requirement and in what ways DESC will ensure that the plan has been successfully implemented.

Corrective Action Plan

By 2 p.m. on September 12, 2014, DESC is required to submit a CAP identifying actions that will be taken to bring DESC into full compliance with all contract terms and conditions. The CAP must specifically address the area identified in the 2014 Contract Compliance Review, Partial Compliance and Non-Compliance Findings Summary documents and the timelines by which the item will be completed. The CAP and timelines for completion should be sent to:

Susan Schoeld, Crisis Diversion Program Manager
King County Mental Health, Chemical Abuse and Dependency Services Division
401 Fifth Avenue, Suite 400
Seattle, WA 98104-2377

William G. Hobson
August 7, 2014
Page 5 of 5

MHCADSD will review the CAP submitted by DESC and notify DESC in writing within four weeks of receipt as to whether the plan adequately addresses the area of deficiency. At the time of this notification, DESC will also be informed as to what additional actions will be taken if the CAP is not successfully implemented. MHCADSD reserves the right to return to DESC to ensure that any or all corrective actions are appropriately implemented.

Please review this report and let us know if you have any questions about our findings within 30 working days of receipt. The report will become final on 30 working days from receipt and becomes part of the DESC permanent file at King County MHCADSD.

Thank you for the cooperation we received throughout this site visit. If you are in need of technical assistance regarding the on-site review or the enclosed documents, please contact me at 206-263-8967 or Susan.Schoeld@kingcounty.gov.

Sincerely,



Susan Schoeld
Crisis Diversion Program Manager

SS:hmr

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Enclosures: 2014 DESC CSC Program Partial and Non-Compliance Findings Summary

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Contract File
Electronic File

**KING COUNTY MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION
2014 CONTRACT COMPLIANCE REVIEW
CRISIS CLINIC CONTRACT # 5616096
INPATIENT AUTHORIZATION**

Clinical Review Findings Summary

Reviewers: Dick Crabb and Barbara Vannatter

Date of Review: 06/06/2014

| Contract Requirements | Comments | FC | PC | NC | NA |
|---|---|-----------|-----------|-----------|-----------|
| II. PROGRAM DESCRIPTION | | | | | |
| E. Program-Specific Requirements | | | | | |
| 1. The Contractor shall ensure that authorizations meet the requirements specified by the DSHS and/or Health Care Authority and the KCMHP P&P. Does the documentation justify/support the decision made by Crisis Clinic (CC) for the initial authorization for voluntary hospitalization? | 20 Adult (including 4 Negotiated Diversions) and 4 Child Charts were reviewed, where the request for hospital authorization was approved. All 24 charts were in full compliance for this requirement. | X | | | |
| 2. The Contractor shall: | | | | | |
| a. Consult with outpatient providers regarding client status and the level of care appropriate for clients who are enrolled in the KCMHP; If the client is enrolled in the KCMHP, does CC consult with the client's KCMHP provider regarding the client's status and appropriate level of care given the current situation? | Of the 8 applicable charts reviewed (Authorizations, Denials, and Negotiated Diversions), 7 charts were fully compliant, and 1 received a score of partial compliance, yielding an overall score of full compliance for this requirement. | X | | | |
| b. Consult ProviderOne prior to all authorization decisions to determine if a Regional Support Network (RSN) other than King County RSN is listed as the current RSN (if so, do not authorize and ask the hospital or professional requesting the authorization to contact the responsible RSN); Does the documentation demonstrate that King RSN was listed as the current RSN in ProviderOne at the time of authorization? | Of the 32 charts reviewed [both Adult and Child Authorizations (20), Denials (8) and Negotiated Diversions (4)] all were in full compliance for this requirement. | X | | | |

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Clinical Review Findings Summary (continued)

| Contract Requirements | Comments | FC | PC | NC | NA |
|---|---|-------------------------|----|----|----|
| <p>c. Manage denials of inpatient care, including retrospective requests and denials of voluntary LOS extensions; Does the documentation support CC's decision to deny a voluntary LOS extension request?</p> | <p>All 5 charts reviewed (3 Adult, 2 Child) for this requirement were in full compliance.</p> | <p align="center">X</p> | | | |
| <p>e. Collaborate with the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to ensure a Notice of Action is provided for all Medicaid recipients for whom authorization is denied; For Authorization Denials, is a copy of the NOA letter in the client's chart? Was the NOA letter faxed to MHCADSD?</p> | <p>All 8 charts reviewed on site (6 Adult and 2 Child Authorizations) contained copies of NOA letters. Of the 8 MHCADSD records reviewed (denials of retro-authorizations and LOS extensions), 7 had NOA letters on file, and 1 retro-authorization denial did not. The overall score for this requirement was full compliance.</p> | <p align="center">X</p> | | | |
| <p>f. Apply the medical necessity criteria approved by MHCADSD and the process for evaluating the necessity for voluntary LOS extension requests, including administrative days; Does the documentation support CC's decision to authorize a LOS extension? If the LOS extension included administrative days, are all of the following criteria met for administrative days? 1) The client is voluntary; 2) The client no longer meets MNC for inpatient hospitalization; 3) Less restrictive alternatives are not available, posing a barrier to safe discharge; 4) The hospital and CC mutually agree to the appropriateness of the administrative day(s).</p> | <p>All 8 charts reviewed (7 Adult, including 3 with administrative days, 1 Child) for this requirement were in full compliance.</p> | <p align="center">X</p> | | | |

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Clinical Review Findings Summary (continued)

| Contract Requirements | Comments | FC | PC | NC | NA |
|--|---|----|----|----|----|
| <p>h. Authorize involuntary LOS extensions for inpatient care of clients detained longer than 20 days at inpatient facilities other than a state hospital or a local evaluation and treatment facility; Were all appropriate LOS extension requests for involuntarily committed clients authorized?</p> | <p>The MHCADSD Inpatient Application Database was consulted regarding 5 clients (3 Adult, 2 Child) to determine compliance for this requirement. All 5 client records were in full compliance for this requirement.</p> | X | | | |
| <p>j. Manage retrospective authorizations according to the KCMHP P&P; Does documentation support Crisis Clinic's decision regarding the request for retrospective authorizations? Consider the following in evaluating the decision made by CC:</p> <ol style="list-style-type: none"> 1) Did the client apply for Medicaid while in the hospital if the client did not have Medicaid prior to admission? 2) Does the hospital documentation show that their failure to request a prior authorization occurred for reasons beyond their control? <p><u>If the retrospective request is made during the hospital stay:</u></p> <ol style="list-style-type: none"> 1) Are only the current day and any future days considered? 2) Is the CC's decision made within 12 hours of the request? <p><u>If the retrospective request is made after discharge:</u></p> <ol style="list-style-type: none"> 1) Was it received by CC within 30 calendar days of discharge? 2) Does it appear that the medical record for the entire hospitalization accompanied the request? 3) Does the letter from the hospital describe the reason the hospital was unable to request authorization in advance? | <p>All 7 charts reviewed (6 Adult-4 Authorizations, 2 Denials, and 1 Child Authorization) were in full compliance for this requirement.</p> | X | | | |

| Item | Citation | Requirement | Contract Monitor to review the following documentation: |
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| 1 | AOT, YOT EXHIBIT II.E.Program Specific Requirements | <p>The Contractor shall identify client funding with County MIDD funding when entering into TARGET with the following TARGET codes:</p> <p>Special Project codes (MIDD-Adult, MIDD-Youth, MIDD-OST, PROJECT 1); Public Assistance Type (None); and Contract Type (Local Sales Tax).</p> <p>DUI SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court" and CONTRACT shall be marked as "Criminal Justice."</p> | A review of monthly M4 reports. |
| 2 | AOT and YOT EXHIBIT | The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative within 30 days of Contractor receipt, no later than six months subsequent to the end of the Contractor's fiscal year. | A review of the contract files shows the independent financial audit has been submitted to the County within the appropriate time frame. |
| 3 | Title XIX EXHIBIT II.E | The Contractor shall ensure that the correct General Procedure Code-Modifier is used with all Title XIX billings | Review Title XIX billing report to ensure the appropriate modifiers are used. HZ: drug court; HD:PPW; TG: DCFS Assessment; HF: all other clients. |
| 4 | Boilerplate Section XIV | The Contractor, at its own cost, shall have procured and will maintain for the duration of the Contract, insurance as specified in the Minimum Scope and Limits of Insurance | The Contractor has a valid and approved a copy of the insurance certificate and separate endorsement page filed in the Contractor file. |

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| 5 | KCSUDSS P&P X. 5.2.1 | The Contractor shall submit all billing invoice packages (BIP) by the 15th of the month following the month that the services were provided. BIPs which are not complete are not acceptable. If this causes the BIP to be later than the due date, the Contractor shall notify the contract monitor when the BIP will be submitted. | The Contractor has provided all BIPs by the 15th of the month and there are no incidences of delinquent BIPs. |
| 6 | KCSUDSS P&P I 4.3.3 | The Contractor shall ensure that a staff member from the Contractor is in attendance at all provider meetings facilitated by the County specific to the contracted services which the Contractor provides. | Review the Provider meeting attendance sheet shows a designated staff member from the Contractor was in attendance, or excused by designated County staff. Two or more unexcused meetings means non-compliance. |
| 7 | KCSUDSS P&P XI. | The Contractor has provided at least three Contractor staff that has been identified as are trained as Command Center Specialist in WATrac. | The Contractor has provided at least three Contractor staff identified and trained as Command Center Specialists. |
| 8 | AOT and YOT II.E. | The Contractor participated in all WATrac | A review of contractor's documentation in WATRAC. |
| 9 | TARGET Data Review Quality Document | The Contractor will ensure that all clients have services every 60 days and that these services are entered into TARGET. | A review of contractor's TARGET C3 report(s). |

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| 10 | YOUTH ONLY YOT EXHIBIT II.B. | The Contractor shall ensure that a minimum of 81 percent of youth clients entering outpatient treatment shall remain in treatment a minimum of 90 days. | A review of the SCOPE-WA reports for treatment retention shows that the Contractor has maintained the retention requirement. |
| 11 | YOUTH ONLY YOT Exhibit II.E.4 | The Contractor shall ensure that 100 percent of all youth assessments invoiced to the County each month are completed using the GAIN-I. | A review of Contractor's GAIN monthly reports. |
| 12 | ADULT ONLY AOT EXHIBIT II.B. | The Contractor shall ensure that a minimum of 76 percent of adult clients entering outpatient treatment shall remain in treatment a minimum of 90 days. | A review of the SCOPE-WA reports for treatment retention shows that the Contractor has maintained the retention requirement. |
| 15 | On-site Childcare ONLY Exhibit II.E.2. | The Contractor shall maintain a minimum of 30 hours available per week for direct childcare during the Contractor's SUD service hours. The additional 10 hours per week of a 40 hour week shall be used for parenting education and support if not used for direct childcare hours. | Monthly On-Site Childcare report. |

| King County 2014 Review Findings | King County 2013 Notes and Recommendations | Contractor Response and/or Corrective Action Plan (CAP) | King County Response |
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| Compliant | | | |

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| Compliant | | | |
| Compliant | | | |
| Complaint | | | |
| Compliant | | | |
| Compliant | | | |

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| Non-Compliant | For the period of 6/2013-1/2014 Site 015900 made the minimum requirement 0 out of 8 times. | | |
| Compliant | | | |
| Non-compliant | For the period of 6/2013-2/2014 Site 015900 made the minimum requirement 1 out of 8 times. Site 153800: The requirement was met 4 out of 8 times. | | |
| Compliant | | | |

| CAP Status | Contractor Revised CAP, as necessary | King County Response | CAP Status |
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