



State of Washington
Department of Corrections

Contract No. K10431
Amendment No. 2

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Pend Oreille Counseling Center, hereinafter referred to as the Contractor, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS the purpose of this contract amendment is to extend the period of performance and amend Attachment B-1, *Scope of Work*, C-1, *Budget* and Attachment E, *Compound Release of Confidential Information*, and remove Attachment D, *Substance Abuse Recovery Unit DOSA Report*, in its entirety;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Paragraph II, PERIOD OF PERFORMANCE, is amended, in part, as follows:

Subject to other contract provisions, the period of performance under this contract will be October 1, 2013 through ((April 1, 2016)) June 30, 2017, unless sooner terminated as provided herein. This agreement will be reviewed annually. The Department will review the Contractor's performance in correlation with the performance standards stated herein, as well as progress towards any Performance Improvement Plans submitted or outcome measures. Amendments modifying the terms of the contract will be developed as needed.

Attachment B-1, *Scope of Work*, is hereby replaced in its entirety with Attachment B-2, *Scope of Work*, attached hereto.

Attachment C-1, *Budget*, is hereby replaced in its entirety with Attachment C-2, *Budget*, attached hereto.

Attachment D, *Substance Abuse Recovery Unit DOSA Report*, is hereby removed.

Attachment E, *Substance Abuse Recovery Unit Compound Release of Confidential Information*, is hereby replaced in its entirety with Attachment E-1, *Substance Abuse Recovery Unit Compound Release of Confidential Information*, attached hereto.

Additions to this text are shown by underline and deletions by ~~(strikeout)~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is July 1, 2016.

THIS CONTRACT AMENDMENT, consisting of two (2) pages and three (3) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACTOR

DEPARTMENT OF CORRECTIONS

Annabelle S. Payne
(Signature)
Annabelle S. Payne
(Printed Name)
Director
(Title)
June 8, 2016
(Date)

(Signature)
John R. Nispel
(Printed Name)
Contracts Administrator
(Title)

(Date)

Approved as to Form:
This amendment format was approved
by the office of the Attorney General.
Approval on file.

**Attachment B-2
Scope of Work**

This contractual agreement between the Department and the Contractor is entered into for the provision of substance abuse disorder treatment services. The Contractor will provide services to offenders referred by the Department. All treatment services provided will be consistent with all applicable legal and regulatory standards.

PART I – DEPARTMENT RESPONSIBILITIES

1. DOC shall monitor this contract and the Contractor's performance. The Contractor shall submit to DOC all DBHR reviews to include findings and corrections.

DOC may review quality of programming by conducting site visits and apply quality assurance standards providing feedback to the contractor.

2. The Department's Division of Offender Change, through the Substance Abuse Administrator, shall define the parameters of the services to be delivered and the nature and scope of the duties to be performed by the Contractor or any sub-contractor, as allowed in this contract.

PART II – CONTRACTOR RESPONSIBILITIES

A. STAFF CREDENTIALS AND CURRICULUM

By executing this agreement, the Contractor agrees to ensure their staff has appropriate and current credentials and are oriented and trained on the assessments and curriculum prior to service delivery.

B. SERVICE DELIVERY

1. The Contractor agrees to ensure offenders sign all necessary consents and releases for medical information forms prior to admitting offenders into treatment. If the offender fails to sign, the Contractor will notify the DOC Clinical Supervisor, and DOC Community Corrections Officers as soon as possible but no later than 72 hours after the offender's refusal.

At the time of intake, the Contractor will obtain a *Release of Information (ROI)* to the Department of Corrections. Additionally, DOSA offenders shall also sign a Release of Information (ROI) to the sentencing court.

2. The Contractor will:
 - a. Assure that all substance abuse treatment and other services delivered are consistent with WAC 388-805, and the Department's direction.

- b. Cooperate in any research and/or program evaluation projects/studies initiated by the Department to support ongoing treatment program improvement.

C. REQUESTING CLIENT INFORMATION:

The contractor may request the most recent Substance Abuse Disorder assessment and discharge summary from the DOC Records Coordinator. The Contractor will need to provide the clients full name, doc # or DOB and a mailing address and a properly signed consent for disclosure. No assessments will be sent via fax. Please allow at least a 24hour time period for a response. If records exist you will be notified upon receipt and again when the records are mailed to your location. If there are no records you will receive an e mail from the Substance Abuse Records unit notifying you of this.

D. NON-COMPLIANCE REPORTING REQUIRMENTS:

The Contractor shall report to the supervising CCO via telephone not more than 24 hours from obtaining information of any of the following:

- Patient/offender has any absence or any failure to report
- Patient/offender fails to maintain abstinence
- Patient/offender reports any new arrest
- Patient/offender leaves the program against program advise or is discharged for any rule violation
- Patient/offender fails to make acceptable progress in any part of the treatment plan

PART III - FISCAL MANAGEMENT

The Contractor agrees to comply with Attachment C-2, *Budget*, and the invoice method of billing. As such, the Contractor agrees:

1. The DOC form A-19 shall serve as the monthly invoice in accordance with Attachment C-2, *Budget*. Invoices must include dates of service, types of services provided, level of treatment, hours of service and discharge type. This invoice will be forwarded via e-mail by the 10th calendar day of each month for the month just ended. **Invoices received after this date will be considered delinquent and may not be processed.**
2. Secure prior written approval from the Substance Abuse Administrator for any subcontract for the delivery of direct treatment or other services.

The Contractor must bill Medicaid or any other resource as the primary coverage for applicable cases before billing DOC for services. The Contractor will submit verification from Provider One that the offender was not eligible for Medicaid during the billing cycle.

For consistency, the Contractor shall submit one invoice that totals all offenders and the treatment provided. Each offender should be listed individually followed by the services provided. The first page of the invoice should include a grand total for all services provided for that month. A copy of required invoice has been included as a reference.

In addition to the Invoice and Tracking grid, the Contractors Certificate with signature, date and phone number must also be included.

PART III PERFORMANCE MEASURES AND OBJECTIVES

E. CONTRACTOR'S PERFORMANCE STANDARDS

1. Ensures all Contractor's staff receive a Background Check and meet the RCW and WAC Training requirements.
2. Gives PREA/Sexual Misconduct training to their staff who have access to clients under the Department's supervision.
3. Ensures client assessment, admission, treatment activities and discharge data are recorded, as specified by the Department.
4. Provides documentation regarding the timely resolution of any Department audit or quality assurance findings.
5. Return action plan for resolution of the audit finding with the proposed dates of completion within one (1) week of receipt of the Department's audit.

**Attachment C-2
Budget**

1. Rates:

Fees for outpatient services may not exceed the maximum allowable rates reflected below:

Treatment Type	Maximum Allowable Rate
Group Counseling	\$24.10, billed per quarter hour
Individual Counseling	\$96.30, billed per quarter hour
Assessments	\$143.96
Case Management	\$50.60, billed per quarter hour

2. Submission of Invoices:

Consideration for services rendered shall be payable upon receipt of properly completed invoices and Treatment Tracking Grid's which shall be submitted to the following DOC contact and address:

Department of Corrections
Chemical Dependency
ATTN: Courtney Everson, Administrative Assistant 3
PO Box 41123
Tumwater, WA 98504-1123
Telephone: 360-725-8628
Fax: 360-586-0039

3. Reimbursement:

DOC will reimburse Contractor for urinalysis administered for diagnostic purposes no more than 4 per month for Level II.5 services and one time per month for Level I. The Department will not reimburse for TB testing, or new substance abuse assessments for those referred offenders who have previously been assessed within the last-twelve (12) months. It will be the responsibility of the Contractor to contact the DOC Records Coordinator for confirmation and copy of the most recent assessment, if applicable.

When a new substance abuse assessment is not needed, the DOC will reimburse for an individual session at the above rates and up to one hour of Case Management. DOC will not reimburse the Contractor for treatment services to offenders who have not been assessed per the American Society of Addictions Medicine (ASAM) Patient Placement Criteria and Diagnostic and Statistical Manual of Mental Disorders (DSM-V-TR) with a substance use disorder.

4. Unbilled Charges

Previously unbilled charges must be documented in a separate invoice with an explanation of the charges.



SUBSTANCE ABUSE RECOVERY UNIT COMPOUND RELEASE OF CONFIDENTIAL INFORMATION

Name: _____

DOC Number: _____

Agency(s) making disclosure: _____

TYPE OF INFORMATION TO BE DISCLOSED/REDISCLOSED

- | | |
|--|--|
| <input type="checkbox"/> Treatment Admission/Participation/Attendance Status | <input type="checkbox"/> Compliance/Non-Compliance Reports |
| <input type="checkbox"/> Assessment Summary | <input type="checkbox"/> Discharge/Transfer Summary |
| <input type="checkbox"/> Individual Service Plan and Progress in Treatment | <input type="checkbox"/> Other: _____ |

- Three-party release of: Assessment information, results, and treatment recommendations

From: _____ Completed on: _____

EACH PURPOSE FOR USE AND/OR DISCLOSED/REDISCLOSED

- | | |
|---|--|
| <input type="checkbox"/> At offender request | <input type="checkbox"/> Continuity of substance abuse treatment |
| <input type="checkbox"/> Treatment compliance | <input type="checkbox"/> Legal |
| <input type="checkbox"/> Mutual exchange of information | <input type="checkbox"/> Other: _____ |

RECIPIENT OF PROTECTED HEALTH INFORMATION

Addressee(s) & any title, institutional class, group or other affiliation, to disclose to or receive from:

- Court: _____
- Judge: _____
- Prosecuting Attorney: _____
- Defense Attorney: _____
- Treatment Agency: _____
- Department of Corrections (staff or facility name): Substance Abuse Recovery Unit
- Other: _____

Deliver by Written Report, Assessments, Court Reports, Court Staffing, Secure Electronic Transmittal, Fax

REVOCATION, REDISCLOSURE, DURATION

It is my understanding that this authorization cannot be revoked by me, and I understand that I will be denied services if I refuse to consent to disclosure for the purpose of treatment services. This consent expires automatically as follows: There has been a formal and effective termination or revocation of my release from confinement, probation, or parole, or other proceeding under which I was mandated to treatment, or 60 days following discharge from treatment, or 90 days from the end of this signed consent, **whichever is later.**

 If I am subject to the jurisdiction of the Indeterminate Sentence Review board (ISRB), this consent will terminate upon the expiration of my maximum sentence or the granting of final discharge.

 If I am a Sentencing Reform Act (SRA) offender, this consent will terminate upon the expiration of my Prison sentence and any post-release supervision.

AUTHORIZATION

I understand that my records are protected under federal regulations governing confidentiality of Alcohol and Drug Abuse Records, 42 CFR Part 2, and cannot be further disclosed without my written consent unless otherwise provided for in the regulations. I have been provided a copy of this form.

Signature _____

Date _____

DOB _____

Witness _____

Date _____

PROHIBITION ON REDISCLOSURE "THIS INFORMATION HAS BEEN DISCLOSED TO YOU FROM RECORDS WHOSE CONFIDENTIALITY IS PROTECTED BY FEDERAL LAW. FEDERAL REGULATIONS (42 CFR PART 2) PROHIBIT YOU FROM MAKING ANY FURTHER DISCLOSURE OF IT WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE PERSON TO WHOM IT PERTAINS, OR AS OTHERWISE PERMITTED BY SUCH REGULATIONS. A GENERAL AUTHORIZATION FOR THE RELEASE OF MEDICAL RECORDS OR OTHER INFORMATION IS NOT SUFFICIENT FOR THE PURPOSE."