PEND OREILLE COUNTY
NEWPORT, WASHINGTON

RESOLUTION NO. 2020- 65

REVISION TO SPOKANE COUNTY CONTRACT 19ASO2297

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action, and

WHEREAS, Pend Oreille County and Counseling Services are public agencies within the meaning of Chapter 39.34 RCW, and

WHEREAS, the Spokane County Community Services, Housing and Community Development Department (CSHCD), Spokane County Regional Behavioral Health Division (SCRBH) wish to amend the contract Section 3, General Terms and Conditions, subsection, 3.3,; and Section 3, General Terms and Conditions, subsection, 3.4, Compliance with Additional Laws, for the purpose of aligning with HCA Contract K4160-02:

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners, the Spokane County Agreement, which is attached hereto and incorporated herein, be established and adopted.

ADOPTED this 3 day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

Mike Manus, Chairman

Stephen Kiss, Vice-Chairman

Karen Skoog, Member

ATTEST:

Christine Rahoun, Clerk of the Board

R-2020-65
20ASO2418(3)

CONTRACT AMENDMENT
Behavioral Health Services

This Agreement is by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and between **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH (SCRBH), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, (hereinafter "CSHCD SCRBH"), and Contractor (hereinafter "Contractor") identified below and jointly referred to, as the "Parties" in the manner set forth herein.

CONTRACTOR INFORMATION:

Contractor Name: Pend Oreille County Counseling Services
Contractor Address: PO Box 5055, Newport WA 99156
Contractor Contact: Annabelle Payne, Director **Phone:** (509) 447 - 5651 **Fax:** (509) 447 - 2671
Contractor E-Mail: apayne@pendoreille.org

CSHCD SCRBH INFORMATION:

Division: Spokane County Community Services, Housing, and Community Development Dept.
Contact: Tonya Stern, Assistant Director **E-Mail:** tstern@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204 **Phone:** (509) 477-4510 **Fax:** (509) 477-6827

Additional Contacts:

Division: Spokane County Community Services, Housing, and Community Development Dept.
Contact: Kathleen Torella, Director **E-Mail:** ktorella@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204 **Phone:** (509) 477-7561 **Fax:** (509) 477-6827

AMENDMENT START DATE: 07/01/2020 **AMENDMENT END DATE:** 12/31/2020

FUNDING:

	Non-Medicaid	SABG	CJTA	TOTAL
Exhibit F	$81,914.00	$12,000.00	$10,000.00	$103,914.00

Total Funding: $103,914.00

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the Parties superseding and merging all previous agreements, writings and communications, oral or otherwise regarding the subject matter for this Agreement between the Parties. The Parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on CSHCD only upon signature by Spokane County.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
Mike Manus	MIKE MANUS County Commissioner, Chair	8-3-2020

IN WITNESS WHEREOF the Parties have signed this Agreement effective this 7 day of August, 2020.

FOR BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Kathleen Torella

Kathleen Torella, Director
Community Services,
Housing, and Community Development

(Signing by Authority of Res. No. 2009-0290)

RECITALS: WHEREAS: For valuable consideration and the promises contained herein, Contract No. 20ASO2418, dated December 17, 2019, is hereby amended as stated below:

1. Section 3, General Terms and Conditions, subsection, 3.3, Billing Limitations, is amended as follows for the purpose of aligning with HCA Contract K4160-02:

3.3 **Billing Limitations**. CSHCD SCRBH shall pay the Contractor only for services provided in accordance with this Contract.

2. Section 3, General Terms and Conditions, subsection, 3.4, Compliance with Additional Laws, is amended as follows for the purpose of aligning with HCA Contract K4160-02:

3.4 **Compliance with Additional Laws**. In the provision of services under this Contract, the Contractor and its Subcontractors shall comply with all applicable federal, State, and local laws and Regulations, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable State or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations. A provision of this Contract that is stricter than such laws or Regulations will not be deemed a conflict. Applicable laws and Regulations include, but are not limited to:

3.4.1 Title XIX and Title XXI of the Social Security Act.

3.4.2 Title VI of the Civil Rights Act of 1964.

3.4.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.

3.4.4 The Age Discrimination Act of 1975.

3.4.5 The Rehabilitation Act of 1973.

3.4.6 The Budget Deficit Reduction Act of 2005.

3.4.7 The Washington Medicaid False Claims Act and Federal False Claims Act (FCA).

3.4.8 The Health Insurance Portability and Accountability Act (HIPAA).

3.4.9 The American Recovery and Reinvestment Act (ARRA).

3.4.10 The Patient Protection and Affordable Care Act (PPACA or ACA).

3.4.11 The Health Care and Education Reconciliation Act.

3.4.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

3.4.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.

3.4.14 42 C.F.R. Subchapter A, Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records.

3.4.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.

3.4.16 45 C.F.R. Part 96 Block Grants.

3.4.17 45 C.F.R. § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding

3.4.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

3.4.19 Chapter 71.05 RCW Mental Illness.

3.4.20 Chapter 71.24 RCW Community Mental Health Services Act.

3.4.21 Chapter 71.34 RCW Mental Health Services for Minors.

3.4.22 Chapter 246-341 WAC.

3.4.23 Chapter 43.20A RCW Department of Social and Health Services.

3.4.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.

3.4.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:

3.4.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.

3.4.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.

3.4.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).

3.4.25.4 Those specified in Title 18 RCW for professional licensing.

3.4.26 Industrial Insurance – Title 51 RCW.

3.4.27 Reporting of abuse as required by RCW 26.44.030.

3.4.28 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.

3.4.29 Equal Employment Opportunity (EEO) Provisions.

3.4.30 Copeland Anti-Kickback Act.

3.4.31 Davis-Bacon Act.

3.4.32 Byrd Anti-Lobbying Amendment.

3.4.33 All federal and State nondiscrimination laws and Regulations.

3.4.34 Americans with Disabilities Act (ADA): The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the ADA, for all Contracted Services and shall assure physical and communication barriers shall not inhibit Individuals with disabilities from obtaining Contracted Services.

3.4.35 Any other requirements associated with the receipt of federal funds.

3.4.36 Any services provided to an Individual enrolled in Medicaid are subject to applicable Medicaid rules.

3. Section 3, General Terms and Conditions, subsection 3.19.1, is amended as follows:

3.19.1 The Contractor shall be responsible for meeting the following deliverables, as well as others identified in this Agreement, unless otherwise exempted in the Agreement or by written notification of exemption by the CSHCD SCRBH:

DELIVERABLE	DUE DATE
All applicable Contractor licenses	Upon Agreement execution and within thirty (30) days of renewal licenses. Contractor shall provide CSHCD SCRBH immediate notification of any change in the contractor's licensure and/or legal status.
All reports indicated in the Scope of Work	Per Scope of Work timelines
Annual Independent Audit/2 CFR Part 200 Audit and any Management Letter, etc.	Within ten (10) days of audit reports being completed and received
Audits by other entities	Notification of any DOH or HCA audit within one (1) business day of receipt of notification. Copies of any review or audit must be submitted within five (5) business days to SCRBHContracts@spokanecounty.org
Board of Directors Minutes	Available upon request
Business Continuity and Disaster Recovery Plan	Available upon request
Certificates of Insurance	Upon execution of the Agreement and within five (5) days of renewal of insurance
Contractor Information Update Form	Due upon execution of this Agreement, annually as requested, and upon changes to the Contractor's contact information
Certifications, Exhibit A	Upon execution of Agreement
Critical incidents	Per this Agreement
CSHCD SCRBH Corrective Action Plans	Must be submitted within in thirty (30) days of notification unless an earlier date is requested
Data Certification	Monthly written certification attesting to the accuracy, completeness, truthfulness of data; compliance with the Agreement; accuracy, completeness, truthfulness of documents specified by HCA and/or CSHCD SCRBH Attestations shall be sent to SCRBHhelp@spokanecounty.org
Data Dictionary - Data Submission/Error Correction	Per Section 16. of this Agreement
Monthly Contract Compliance Report (includes SABG Capacity Report, Monthly Data Shared with External Entities Report, and various attestations)	No later than the 10th of each month, for the previous month, and must be sent to SCRBHContracts@spokanecounty.org

Outreach Report (if applicable)	No later than the 20th of each month, for the previous month, and must be sent to SCRBHContracts@spokanecounty.org
Program Integrity - Monthly list of Involuntary Subcontractor Terminations	By the first business day of each month upon occurrence, and must be sent to SCRBHContracts@spokanecounty.org.
Records Retention and Storage Policy	Upon request. Within thirty (30) days, provide in writing storage location. Upon relocation, notify in writing within ten (10) days.
Reporting of New Subcontractors	Must be submitted prior to execution, and must be sent to SCRBHContracts@spokanecounty.org
Sliding Fee Scale	Due within 30 days of contract execution, and within 30 days of any changes
Title or property furnished by the CSHCD SCRBH	Upon delivery to Contractor and within thirty (30) days after termination/ expiration of contract
Verification of requirement or non-requirement for a 2 CFR Part 200 Audit	Upon execution of the Agreement
Written policies and procedures	Available upon request

4. Section 6, Access to Care and Provider Network, Subsection, 6.2, Individual Critical Incident Reporting, is amended as follows for the purpose of aligning with HCA Contract K4160-02:

6.2 Individual Critical Incident Reporting

6.2.1 The Contractor shall submit an individual Critical Incident report for the following incidents that occur:

6.2.1.1 To an Individual receiving CSHCD SCRBH funded services, and occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies), FQHC, or by independent behavioral health provider.

6.2.1.1.1 Abuse, neglect, or sexual/financial exploitation; and

6.2.1.1.2 Death.

6.2.1.2 By an Individual receiving CSHCD SCRBH funded services, with a behavioral health diagnosis, or history of behavioral health treatment within the previous three hundred sixty-five (365) days. The following incidents must be reported to the CSHCD SCRBH:

6.2.1.2.1. Incidents posing a credible threat to an individual's safety.

6.2.1.2.2 Suicide and attempted suicide.

6.2.1.2.3 Poisoning/overdoes unintentional or intention unknown.

6.2.1.2.4 Acts allegedly committed, to include:

6.2.1.2.4.1 Homicide or attempted homicide;

6.2.1.2.4.2 Arson;

6.2.1.2.4.3 Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;

6.2.1.2.4.4 Kidnapping; and

6.2.1.2.4.5 Sexual assault.

6.2.1.3 Unauthorized leave from a behavioral health facility during an involuntary detention, when funded by the CSHCD SCRBH.

6.2.1.4 Any event involving an Individual that has attracted or is likely to attract media coverage, when funded by the CSHCD SCRBH. (Contractor shall include the link to the source of the media, as available).

6.2.2 The Contractor shall report critical incidents within one (1) business day of becoming aware of the incident and shall report incidents that have occurred within the last thirty (30) calendar days, with the exception of incidents that have resulted in or are likely to attract media coverage. Media related incidents should be reported to HCA as soon as possible, not to exceed one (1) business day.

6.2.2.1 The Contractor shall report Critical Incidents to CSHCD SCRBH using the secure fax line at (509) 477-6204, or via email at SCRBHIncidentReport@spokanecounty.org.

6.2.3 HCA or CSHCD SCRBH may ask for additional information as required for further research and reporting. The Contractor shall provide information within three (3) business days of HCA's or CSHCD SCRBH's request.

5. Section 10, Funding, Subsection, 10.4.4 through 10.4.6, is amended as follows for the purpose of aligning language with HCA Contract K4160-02:

10.4.4 Federal Block Grants (FBG), which may include both Substance Abuse Block Grant (SABG) and Mental Health Block Grant (MHBG), if applicable

10.4.4.1 Substance Abuse Block Grant (SABG), if applicable

10.4.4.1.1 Health and Human Services-Federal Block Grant. Catalog of Federal Domestic Assistance (CDFA) # 93.959 - Block Grants for Prevention and Treatment of Substance Abuse. SABG funding shall not be used for research & development.

10.4.4.2. Mental Health Block Grant (MHBG), if applicable

10.4.4.2.1 Health and Human Services-Federal Block Grant. Catalog of Federal Domestic Assistance (CFDA)# 93.958- Block Grants for Community Mental Health Services. MHBG funding should not be used for research & development.

10.4.4.3 FBG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. FBG funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements."); 21 U.S.C. §§ 812(c) (10) and 841

(prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

10.4.4.4 Funds for the programs set forth in this Agreement based on MHBG and SABG funds shall be subject to the terms and conditions of the State of Washington Health Care Authority Contract Number K4160, within Exhibit J attached hereto and incorporated herein by reference.

10.4.4.5 The Contractor shall ensure that MHBG and SABG funds are used only for services to Individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid, as described below:

Benefits	Services	Use MHBG and/or SABG Funds	Use Medicaid Funds
Individual is **not** a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid Recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

10.4.4.6 The Contractor shall comply with the Utilization Funding Agreement guidelines within the State's most recent FBG plan. The Contractor agrees to comply with Title V, Section 1913 of the Public Health Services Act (42 USC 300X-1 et seq.).

10.4.4.7 The Contractor may not use FBG funds for:

10.4.4.7.1 The Contractor's administrative costs associated with salaries and benefits at the Contractor's organizational level;

10.4.4.7.2 Inpatient mental health services;

10.4.4.7.3 Construction and/or renovation;

10.4.4.7.4 Capital assets or the accumulation of operating reserve accounts;

10.4.4.7.5 Equipment costs over Five Thousand Dollars ($5,000.00);

10.4.4.7.6 Cash payments to Individuals.

6. Section 10, Funding, Subsection 10.17.1, is hereby amended as follows for the purpose of aligning language with HCA Contract K4160-02:

10.17.1 Submit its audit report to CSHCD SCRBH, including any "Management Letter" and/or all other correspondences referred to in the audit report,

along with the Contractor's response to the audit and corrective action plan, if any, within ten (10) business days of audit reports being completed and received. The Contractor hereby consents to CSHCD SCRBH review of the independent auditor's working papers, upon request by the CSHCD SCRBH;

7. Section 11, Access Standards, Subsection 11.2.2.1.1.4, is hereby amended as follows for the purpose of aligning language with HCA Contract K4160-02:

11.2.2.1.1.4 Individuals who are injecting drugs or substances.

8. Section 11, Access Standards, Subsection 11.3.1.2, is hereby amended as follows for the purpose of aligning language with HCA Contract K4160-02:

11.3.1.2 The fact that an Individual is taking FDA approved medically-prescribed medications.

9. Section 11, Access Standards, Subsections 11.3.2.2 - 11.3.2.3, are hereby amended as follows for the purpose of aligning language with HCA Contract K4160-02:

11.3.2.2 Admission to treatment services for the intravenous drug user shall be provided within fourteen (14) calendar days after the Individual makes the request, regardless of funding source.

11.3.2.3 If there is no treatment capacity within fourteen (14) calendar days of the initial Individual's request, offer or refer the Individual to Interim Services within forty-eight (48) hours of the initial request for treatment services.

10. Section 12, Utilization Management, Subsection, 12.1.2.1, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

12.1.2.1 The CSHCD SCRBH must have policies and procedures that establish a standardized methodology for determining when GFS and FBG resources are available for the provision of behavioral health services. The processes and methodology shall include the following components:

12.1.2.1.1 An aggregate review of spending across GFS and FBG fund sources under the Contract.

12.1.2.1.2 For any case-specific review decisions, the CSHCD SCRBH shall maintain UM criteria, when making an authorization, continued stay and discharge determinations. The UM criteria shall address GFS and SABG priority population requirements. Refer to UM Criteria section within this Contract.

12.1.2.1.3 The CSHCD SCRBH shall use ASAM criteria to make medical necessity decisions for SUD services.

12.1.2.1.4 A plan to address under- or over-utilization patterns with providers to avoid unspent funds or gaps in service at the end of a contract period due to limits in Available Resources.

12.1.2.1.5 Education and technical assistance to address issues related to quality of care, medical necessity, timely and accurate claims submission or aligning service utilization with allocated funds to avoid disruption in service or unspent funds at the end of a contract year.

12.1.2.1.6 Corrective action with providers, as necessary, to address issues with compliance with state and federal Regulations or ongoing issues with patterns of service utilization.

12.1.2.1.7 A process to make payment denials and adjustments when patterns of utilization deviate from state, federal or Contract requirements (e.g., single source funding).

11. Section 12, Utilization Management, Subsection, 12.2, Level of Care Guidelines, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

12.2 **Utilization Management Criteria**: The CSHCD SCRBH has written policies and procedures for authorization of Behavioral Health Services. For any case-specific review decisions, the CSHCD SCRBH shall maintain UM criteria for making authorization, continued stay and discharge determinations. The UM criteria must include:

12. Section 12, Utilization Management, Subsection, 12.4.2.6.1, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

12.4.2.6.1 The CSHCD SCRBH shall notify the Individual and the requesting provider within three (3) business days of the CSHCD SCRBH's determination.

13. Section 12, Utilization Management, Subsection, 12.5.1, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

12.5.1 For all authorization determinations, the CSHCD SCRBH:

12.5.1.1 Shall notify the Individual, requesting facility, and ordering provider in writing. The CSHCD SCRBH must notify all parties, other than the Individual, in advance whether notification will be provided by mail, fax, or other means.

12.5.1.2 For an authorization determination involving an expedited authorization request the CSHCD SCRBH must notify the Individual in writing of the decision. The CSHCD SCRBH may initially provide notice orally to the Individual or the requesting provider. The CSHCD SCRBH shall send the written notice within one (1) business day of the decision.

12.5.1.3 Provide notice at least ten (10) calendar days before the effective date of action or adverse authorization determinations when the decision is a termination, suspension, or reduction of previously authorized contracted services.

12.5.1.3.1 The CSHCD SCRBH shall notify the requesting provider and give the Individual written notice of any decision by the CSHCD SCRBH to deny a service authorization request, or to authorize a service in an

amount, duration or scope that is less than requested. The notice to the Individual and provider shall explain the following:

12.5.1.3.1.1 The decision the CSHCD SCRBH has taken or intends to take.

12.5.1.3.1.2 The reasons for the decision, in easily understood language including citation to any CSHCD SCRBH guidelines, protocols, or other criteria that were used to make the decision, and how to access the guidelines, protocols or other criteria.

12.5.1.3.1.3 A statement of whether the Individual has any liability for payment.

12.5.1.3.1.4 Information regarding whether and how the Individual may Appeal the decision.

12.5.1.3.1.5 The Individual's right to receive the CSHCD SCRBH's assistance in filing an Appeal and how to request it, including access to services for Individuals with communication barriers or disabilities.

14. Section 13, Care Management, Subsection, 13.3.3 is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

13.3.3 Coordinate, as needed, with HCA prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs), Tribal governments and non-Tribal IHCPs.

15. Section 13, Care Management, Subsection, 13.5.4, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

13.5.4 The CSHCD SCRBH shall ensure the following services are provided for American Indian/Alaska Native Individuals in the FFS Medicaid Program who have opted out of Medicaid managed care, in coordination with the Individual's IHCP, if applicable:

16. Section 13, Care Management, Subsection, 13.5.8.1.3, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

13.5.8.1.3 Coordinate with Tribal governments and/or IHCPs for AI/AN Individuals, when the CSHCD SCRBH has knowledge that the Individual is AI/AN and receives health care services from a Tribe and/or IHCP in Washington State.

17. Section 13, Care Management, Subsection, 13.5.9, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02. All subsections are renumbered as appropriate:

13.6 **Peer Bridger Program**

13.6.1 The CSHCD SCRBH shall develop and implement a Peer Bridger program staffed by one (1) Peer Bridger in each region in collaboration with the MCOs in the region to facilitate and increase the number of State Hospital discharges and promote continuity of services when an Individual returns to the community. Services shall be delivered equitably to Individuals assigned to the MCOs and the CSHCD SCRBH. BH-ASO regions may begin utilizing Peer Bridgers for local psychiatric inpatient discharges. The program shall follow Peer Bridger program standards found in the corresponding Statement of Work (if applicable).

18. Section 14, Quality Management, Subsection, 14.1, Quality Management Program, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

14.1 **Quality Management Program:**

14.1.1 The CSHCD SCRBH may request Contractors provide input and feedback into the CSHCD SCRBH Quality Assessment Performance Improvement (QAPI) Plan and Goals. The Contractor may be requested to participate in activities to ensure the:

14.1.1.1 Inclusion of Individual voice and experiences. This may include feedback and grievance data from the Ombuds; and

14.1.1.2 Inclusion of provider voice and experience, which may include feedback through involvement in Contractor committees, provider complaints, and provider appeals.

19. Section 15, Subcontracts, Subsection, 15.3, Subcontracts with Indian Health Care Providers, is hereby added as follows for the purpose of aligning language with HCA contract K4160-02:

15.3 **Subcontracts with Indian Health Care Providers**

15.3.1 Any subcontracts with Indian Health Care Providers (IHCP) must be consistent with the laws and regulations that are applicable to the IHCP, as well as any relevant provision in the current Contract between CSHCD SCRBH and HCA.

20. Section 16, Individual Rights and Protections, Subsection, 16.6.1, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

16.6.1 Under no circumstances shall the Contractor deny the provision of Crisis Services, involuntary treatment services, ITA services, or SUD involuntary commitment services, to an Individual due to the Individual's ability to pay or type of health care coverage, including the FFS Medicaid Program.

21. Section 17, Management Information System (Behavioral Health Data Management), Subsection, 17.1.1.5, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

17.1.1.5 Refer to the State of Washington Health Care Authority Contract Number K4160, Section 7.7.5 through Section 7.8.7, found within

Exhibit J, attached hereto and incorporated herein by reference for additional data submission compliance requirements.

22. Section 19, Program Integrity, Subsection, 19.4.1.5, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

19.4.1.5 Comply with the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Spokane Regional Service Area.

23. Section 19, Program Integrity, Subsection 19.8, Referring of Allegation of Potential Fraud and Invoking Provider Payment Suspensions, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

19.8 **Referring of Allegations of Potential Fraud and Invoking Provider Payment Suspensions.** The Contractor shall establish policies and procedures for referring all identified allegations of potential fraud to CSHCD SCRBH. When CSHCD SCRBH notifies the Contractor that a credible allegation of fraud exists, CSHCD SCRBH shall follow the provisions for payment suspension contained in this Section.

19.8.1 When the Contractor has concluded that an allegation of potential fraud exists, the Contractor shall make a Fraud referral to HCA, and provide a copy to the CSHCD SCRBH within five (5) business days of the determination. The Contractor shall report using the WA Fraud Referral Form found at https://fortress.wa.gov/atg/formhandler/ago/mfcucomplaintform.aspx with a copy emailed to CSHCD SCRBH at SCRBH-Report@spokanecounty.org.

19.8.2 When CSHCD SCRBH determines the Contractor's referral of potential fraud is a credible allegation of fraud, CSHCD SCRBH shall notify the Contractor's compliance officer.

19.8.2.1 To suspend provider payments, in full, in part, or if a good cause exception exists to not suspend.

19.8.2.1.1 Unless otherwise notified by HCA to suspend payment, the CSHCD SCRBH shall not suspend payment of any Contractor(s) identified in the referral.

19.8.2.2 Whether HCA, or appropriate law enforcement agency, accepts or declines the referral.

19.8.2.2.1 If HCA, or appropriate law enforcement agency accepts the referral, the CSHCD SCRBH must "stand-down" and follow the requirements in the Investigation subsection of this section.

19.8.2.2.1.1 If HCA, or appropriate law enforcement agency decline to investigate the potential fraud referral, the CSHCD SCRBH may proceed with its own investigation and comply with the reporting requirements contained in the Reporting section of this agreement.

19.8.3 Upon receipt of payment suspension notification from HCA, the CSHCD SCRBH shall send notice of the decision to suspend program payments to the Contractor within five (5) calendar days of HCA's notification to

suspend payment, unless an appropriate law enforcement agency requests a temporary withhold of notice.

19.8.4 The notice of payment suspension must include or address all of the following:

19.8.4.1 State that payments are being suspended in accordance with this provision;

19.8.4.2 Set forth the general allegations identified by HCA. The notice should not disclose any specific information concerning an ongoing investigation;

19.8.4.3 State that the suspension is for a temporary period and cite suspension will be lifted when notified by HCA that it is no longer in place;

19.8.4.4 Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and

19.8.4.5 Where applicable and appropriate, inform the Contractor of any Appeal rights available, along with the Contractor's right to submit written evidence for consideration by the CSHCD SCRBH.

19.8.5 All suspension of payment actions under this Section will be temporary and will not continue after either of the following:

19.8.5.1 The CSHCD SCRBH is notified by HCA or appropriate law enforcement agency that there is insufficient evidence of Fraud by the Contractor; or

19.8.5.2 The CSHCD SCRBH is notified by HCA or appropriate law enforcement agency that the legal proceedings related to the Contractor's alleged Fraud are completed.

19.8.6 The CSHCD SCRBH must document in writing the termination of a payment suspension and issue a notice of the termination to the Contractor and send a copy to HCA.

19.8.7 HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a Credible Allegation of Fraud if any of the following are applicable:

19.8.7.1 A law enforcement agency has specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.

19.8.7.2 Other available remedies are available to the CSHCD SCRBH, after HCA approves the remedies as more effective or timely to protect General State funds and/or Medicaid funds.

19.8.7.3 HCA determines, based upon the submission of written evidence by the CSHCD SCRBH, Individual, or entity that is the subject of the payment suspension, there is no longer a Credible Allegation of Fraud and that the suspension should be removed. HCA shall review evidence submitted by the CSHCD SCRBH or Contractor. The CSHCD SCRBH may include a recommendation to HCA. HCA shall direct the CSHCD SCRBH to continue, reduce, or remove the payment suspension within thirty (30) calendar days of having received the evidence.

19.8.7.4 Individual's access to items or services would be jeopardized by a payment suspension because of either of the following:

19.8.7.4.1 An Individual or entity is the sole community physician or the sole source of essential specialized services in a community.

19.8.7.4.2 The Individual or entity serves a large number of Individuals within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.

19.8.7.5 A law enforcement agency declines to certify that a matter continues to be under investigation.

19.8.7.6 HCA determines that payment suspension is not in the best interests of the Medicaid program.

19.8.8 The CSHCD SCRBH shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:

19.8.8.1 Details of payment suspensions that were imposed in whole or in part; and

19.8.8.2 Each instance when a payment suspension was not imposed or was discontinued for good cause.

19.8.9 If the CSHCD SCRBH fails to suspend payments to an entity or Individual for whom there is a pending investigation of a Credible Allegation of Fraud without good cause, and HCA directed the CSHCD SCRBH to suspend payments, HCA may impose sanctions in accordance with the Sanctions Subsection of CSHCD SCRBH's HCA Contract.

19.8.10 If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity or Individual, the entirety of such monetary recovery belongs exclusively to the state of Washington and the CSHCD SCRBH and any involved Subcontractor have no claim to any portion of this recovery.

19.8.11 Furthermore, the CSHCD SCRBH is fully subrogated, and shall require its Subcontractors to agree to subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the CSHCD SCRBH or subcontractor has or may have against any entity or Individual that directly or indirectly receives funds under this Contract including, but not limited to, any Health Care Provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, Durable Medical Equipment, or other health care related products or services.

19.8.12 Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

19.8.13 For the purposes of this Section, "subrogation" means the right of any state of Washington government entity or local law enforcement to stand

in the place of CSHCD SCRBH, a Contractor, or Individual in the collection against a third party.

24. Section 19, Program Integrity, Subsection, 19.9.1, is hereby amended as follows for the purpose of identifying the recipient of the indicated reports:

19.9.1 The Contractor shall submit to CSHCD SCRBH a report of any recoveries made, or overpayments identified by the Contractor during the course of their claims review/analysis. The report must be submitted to CSHCD SCRBH at SCRBHProgramIntegrity@spokanecounty.org.

25. Section 19, Program Integrity, Subsection, 19.12.6, is hereby amended as follows for the purpose of correcting the subsection reference:

19.12.6 The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred). The Contractor agrees to include the above requirement in any and all Subcontracts into which it enters concerning the performance of services hereunder, and also agrees that it shall not employ debarred individuals or Subcontract with any debarred providers, persons, or entities. The Contractor shall immediately notify the CSHCD SCRBH if, during the term of this Contract, the Contractor becomes debarred. The CSHCD SCRBH may immediately terminate this Contract by providing Contractor written notice in accord with the Notices section of this Contract if the Contractor becomes debarred during the term hereof.

26. Section 20, Monitoring, is hereby amended as follows for the purpose of aligning language with HCA contract K4160-02:

20. MONITORING

20.1 The CSHCD SCRBH shall conduct annual and occasional reviews of its Contractors, in accordance with its funding contracts, and must initiate corrective action when necessary, which may occur during or after the current contract period. All collected data including monitoring results, agency audits, contract monitoring activities, grievances, and services verification must be incorporated into this review. The purpose of the monitoring is to document that the Contractor is fulfilling the requirements of the Agreement. The Contractor is required to monitor its Subcontractors receiving state or FBG funding, and must comply with all provisions within this Contract.

20.1.1 The HCA, Office of the State Auditor, the CSHCD SCRBH, or any of their duly-authorized representatives, may conduct announced and unannounced:

20.1.1.1 Surveys, audits, and reviews of compliance with licensing and certification requirements and the terms of this Contract.

20.1.1.2 Audits regarding the quality, appropriateness, and timeliness of behavioral health services provided under this Contract.

20.1.1.3 Audits and inspections of financial records.

20.1.2 The CSHCD SCRBH shall evaluate any prospective Subcontractor's ability to perform the activities for which that Contractor is contracting, including the Contractor's ability to perform delegated activities described in this Agreement.

20.1.3 FBG funds may not be used to pay for services provided prior to the execution of Subcontracts, or to pay in advance of service delivery.

20.1.4 Unless a county is a licensed service provider and the CSHCD SCRBH is contracting with the county for direct services, the CSHCD SCRBH shall not provide GFS or FBG funds to a county without a contract or single-case agreement.

20.1.5 CSHCD SCRBH shall ensure that the Contractor has complied with data submission requirements established by HCA for all services funded under this Contract.

20.1.6 CSHCD SCRBH shall ensure that the Contractor updates service funding information when the funding source changes.

20.1.7 The Contractor and its Subcontractors must maintain and provide any written or electronic records or data pertaining to this Contract including, but not limited to:

20.1.7.1 Medical records;

20.1.7.2 Billing records;

20.1.7.3 Financial records;

20.1.7.4 Any record related to services rendered, quality, appropriateness, and timeliness of service; and

20.1.7.5 Any record relevant to an administrative, civil, or criminal investigation or prosecution.

20.1.8 Upon request, the Contractor or Subcontractor shall assist in such review activities. Participation must include at a minimum:

20.1.8.1 The submission of requested materials necessary for a HCA and/or CSHCD SCRBH initiated review within thirty (30) calendar days of the request;

20.1.8.2 The completion of site visit protocols provided by HCA and/or CSHCD SCRBH;

20.1.8.3 Assistance in scheduling interviews and agency visits required for the completion of the review; and

20.1.8.4 The CSHCD SCRBH may establish measures designed to maintain quality of services, controls costs and is consistent with its responsibilities to Individuals.

20.1.9 The Contractor must provide access to its premises and the records requested to any state or federal agency or entity, including, but not limited to: HCA, U.S. Department of Health and Human Services (HHS), OIG, or Office of the Controller of the Treasury, whether the visitation is announced or unannounced.

20.1.10 The Contractor and its Subcontractors shall comply with all applicable required audits including authority to conduct a Facility inspection, and

the federal OMB Super Circular, 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 audits.

27. Section 23, Insurance and Indemnity, Subsection, 23.1.2, is hereby amended as follows for the purpose of incorporating provisions required by the HCA contract K4160-02:

23.1.2 The Contractor agrees to defend, indemnify and hold Spokane County and HCA harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Spokane County and HCA harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Spokane County and/or HCA, their agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County and HCA harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Spokane County, HCA, or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County and HCA harmless shall include, as to all claims, demands, losses and liability to which it applies, Spokane County's and HCA's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

28. Section 24, Remedial Actions, Subsection, 24.1.1 is hereby removed for the purpose of aligning language with HCA contract K4160-02. All subsections are renumbered as appropriate.

29. Exhibit B-1, SOW, is hereby deleted and replaced with Exhibit B-1, SOW, attached hereto and incorporated herein.

30. Exhibit C, CJTA Requirements is hereby deleted and replaced with Exhibit C, CJTA, attached hereto and incorporated herein.

31. Exhibit C-1, CJTA Quarterly Progress Report is attached hereto and incorporated herein.

32. Exhibit I, Jail Transition Requirements, is deleted and replaced with Exhibit I, Jail Transition Requirements, attached hereto and incorporated herein.

33. Exhibit J, CD Contents, is hereby deleted and replaced with Exhibit J, Contract Supplemental Documents, attached hereto and incorporated herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT
EXHIBIT B – 1
SCOPE OF WORK
PEND OREILLE COUNTY COUNSELING SERVICES (POCCS)
CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA) ADULT OUTPATIENT TREATMENT NON-DRUG COURT

1. PURPOSE

1.1. The purpose of this Agreement is for the Contractor to provide individualized treatment services to maintain sobriety, prevent relapse, provide education about the effects of alcohol and other drugs, and to develop a recovery support system which promotes wellness.

1.2. The Contractor must provide services funded with Criminal Justice Treatment Account (CJTA) funds in compliance with requirements set forth in contract Exhibit C.

2. APPLICABLE LAWS AND REFERENCES

2.1. Washington Administrative Code (WAC) 246-341– Behavioral Health Services Administrative Requirements.

2.2. WAC 246-811 – Chemical Dependency Professionals (CDP).

2.3. Revised Code of Washington (RCW) 74.50 Alcoholism and Drug Addiction Treatment and Support.

2.4. RCW 71.24.580 Criminal Justice Treatment Account (CJTA).

3. PROGRAM

3.1. CJTA for Non-Drug Court

3.1.1. The goal of CJTA funding is to provide substance use disorder (SUD) treatment and treatment support services (childcare and transportation) for offenders with: (1) a SUD; or (2) a SUD problem that, if not treated, would result in addiction; and (3) against whom charges are filed by a prosecuting attorney in Washington State. Individuals who are on a deferred prosecution for driving under the influence do not qualify for this funding unless the Individual meets medical necessity for authorization for services.

3.1.2. The goal of adult outpatient treatment is to provide individualized treatment services to maintain sobriety, prevent relapse, provide education about the effects of alcohol and other drugs, and to develop a support system which promotes sobriety.

3.1.3. Eligibility

3.1.3.1. Services shall be provided to Individual's age eighteen (18) and over. Pregnant or Parenting Women (PPW) and Individual Using Intravenous Drugs (IUID) have highest priority for admission to treatment. Priority guidelines are included in the Spokane County Community Services, Housing, and Community Development (CSHCD) Department Spokane County Regional Behavioral Health (SCRBH) Division's Agreement.

3.1.3.2. Services shall be provided only to offenders against whom charges have been filed by a prosecuting attorney in Washington State. Offenders with felony charges shall have priority over offenders with misdemeanant charges. Documentation indicating that charges have been filed against an Individual is required to be in the Individual's chart.

3.1.3.3. CJTA non-Medicaid funds shall be utilized for Individuals who do not have Title XIX or whose Title XIX is suspended or for Individuals who have Medicaid but do not meet medical necessity for Apple Health coverage for SUD treatment services.

3.1.4. Recovery Support Services

3.1.4.1. The Contractor may utilize CJTA funding to provide Recovery Support Services to Individuals in SUD treatment services and eligible for CJTA in accordance with RCW 71.24.580. Recovery Support Services is a broad range of nonclinical services that assist Individuals and families to initiate, stabilize, and maintain long-term recovery from substance use. Recovery Support Services can be delivered through a variety of community and faith-based groups, treatment providers, schools, and other specialized services. Services can be provided by a single entity or a consortium of health and human service providers.

3.1.4.1.1. Recovery Support Services can include, but are not limited to:

3.1.4.1.1.1. Transportation to and from treatment or Recovery Support Services;

3.1.4.1.1.2. Employment Services and job training;

3.1.4.1.1.3. Relapse prevention;

3.1.4.1.1.4. Housing assistance services;

3.1.4.1.1.5. Child care;

3.1.4.1.1.6. Family/marriage education; or

3.1.4.1.1.7. Self-help and support groups, life skills, spiritual and faith-based support, education, and parent education

3.1.4.1.2. Recovery Support Services does not include rent, dental or medical costs, hygiene items, electronics, or anything that is for person use.

3.1.5. Housing Support Services (rent and/or deposits)

3.1.5.1. The Contractor may utilize CJTA funding to provide Housing Support Services to Individuals in SUD treatment services and eligible for CJTA in accordance with RCW 71.24.580. Housing Support Services includes rent and or deposits for housing and shelter.

4. ALLOWABLE SERVICE MODALITIES

4.1. Each Contractor's authorized allowable service modalities should be within the agency's current Washington State Department of Health (DOH) licensures and listed on the CSHCD SCRBH Behavioral Health Agency Service Grid, by agency name and programs. The Contractor is required to use the most current version of the CSHCD SCRBH Behavioral Health Agency Service Grid to determine which services modalities, Current Procedural Terminology (CPT)/ Healthcare Common Procedure Coding (HCPC) codes. The CSHCD SCRBH Behavioral Health Agency Service Grid is updated by the CSHCD SCRBH Information Systems team and will be sent via email to the agency as updates are available. The current version of the CSHCD SCRBH Behavioral Health Agency Service Grid in Exhibit J, is attached hereto and incorporated herein by reference.

5. SERVICE ENCOUNTER REPORTING

5.1. The Contractor shall follow the State Service Encounter Reporting Instructions (SERI), the Washington State Health Care Authority (HCA) Data Guide, the CSHCD SCRBH Service Duration Matrix, CSHCD SCRBH Data Dictionary, and any attendant updates and will report all individuals and services funded in part or wholly by CSHCD SCRBH to the CSHCD SCRBH Information System (IS). The CSHCD SCRBH IS System is called "Raintree." The Contractor is required to follow all of the reporting requirements in SERI including ensuring their providers have the appropriate license and credentials to provide the services.

6. FACILITY LOCATIONS

6.1. Upon execution of the Agreement, the Contractor shall provide to the CSHCD SCRBH a written list that specifies:

6.1.1. The physical address for each facility;

6.1.2. The type(s) of programs provided by facility; and

6.1.3. The ages of the Individuals served by each program.

7. MAINTENANCE OF EXISTING SITES

7.1. The Contractor shall be required to maintain primary and out-station sites existing as of the date of the full execution of this Agreement, unless written approval for modification to the out-stationed behavioral health services is obtained from the CSHCD SCRBH.

7.2. The Contractor shall notify the CSHCD SCRBH within ninety (90) days prior of moving and/or closing any office locations.

8. REPORTING:

8.1. Per contract Exhibit C, the Contractor will submit a quarterly CJTA Quarterly Progress Report within thirty (30) calendar days of each state fiscal quarter using the reporting template, Exhibit C-1, CJTA Quarterly Progress Report. CJTA Quarterly Progress Report must include the following program elements:

8.1.1. Barriers to providing services to the criminal justice population;

8.1.2. Strategies to overcome the identified barriers;

8.1.3. Training and technical assistance needs;

8.1.4. Success stories or narratives from Individuals receiving CJTA services; and

8.1.5. If a Therapeutic Court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

8.2. Pend Oreille County Counseling Services shall provide a copy of the county's CJTA plan to the CSHCD SCRBH every two years by May 31st starting May 31, 2021. The plan should be in compliance with requirements set forth in contract Exhibit C.

8.2.1. The CSHCD SCRBH shall combine each county's CJTA plan to develop a regional plan. Completed plans must be submitted to Washington State Health Care Authority (HCA) for review and approval. Once approved, the Contractor must implement its plan as written.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT C

CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA) REQUIREMENTS

1. **SPECIFIC ELIGIBILITY AND/OR FUNDING REQUIREMENTS FOR CRIMINAL JUSTICE TREATMENT ACCOUNT SERVICES, IF APPLICABLE.**

1.1. The Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. Services provided through CJTA appropriation must be clearly documented and reported in accordance with the Contractor's CJTA Scope of Work.

1.2. Criminal Justice Treatment Account (CJTA) (Revised Code of Washington (RCW) 71.24.580, RCW 2.28.170; Drug Courts) and Drug Court funding. Drug court funding is provided to the following counties: Spokane County. The Contractor must ensure the provision of substance use disorder (SUD) treatment and support services detailed below and in accordance with RCW 71.24.580 and RCW 2.28.170.

1.3. CJTA Funding Guidelines:

1.3.1. In accordance with RCW 2.30.040, if CJTA funds provide support for, or associated services by a Therapeutic Court, then the county is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a Therapeutic Court.

1.3.2. No more than 10 percent of the total CJTA funds can be used for the following treatment support services combined:

1.3.2.1. Transportation; and

1.3.2.2. Child Care Services.

1.3.3. The Contractor shall dedicate a minimum 30 percent of the CJTA funds for innovative projects.

1.3.4. The Contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail. The Contractor may request an exception to this funding limit within their strategic plan submitted to CSHCD SCRBH to forward to the HCA for approval.

1.4. Services that can be provided using CJTA funds are:

1.4.1. Brief Intervention (any level, assessment not required);

1.4.2. Acute Withdrawal Management (ASAM Level 3.2WM);

1.4.3. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);

1.4.4. Outpatient Treatment (ASAM Level 1);

1.4.5. Intensive Outpatient Treatment (ASAM Level 2.1);

1.4.6. Opioid Treatment Program (ASAM Level 1);

1.4.7. Case Management (ASAM Level 1.2);

1.4.8. Intensive Inpatient Residential Treatment (ASAM Level 3.5);

1.4.9. Long-term Care Residential Treatment (ASAM Level 3.3);

1.4.10. Recovery House Residential Treatment (ASAM Level 3.1);

1.4.11. Assessment (to include Assessments done while in jail);

1.4.12. Interim Services;

1.4.13. Community Outreach;

1.4.14. Involuntary Commitment Investigations and Treatment;

1.4.15. Room and Board (Residential Treatment Only);

1.4.16. Transportation;

1.4.17. Childcare Services;

1.4.18. Urinalysis;

1.4.19. Treatment in the jail:

1.4.19.1. CJTA funding used for this purpose may not supplant any locally funded programs within a city, county or tribal jail.

1.4.19.2. SUD treatment service provided in jail may include, but is not necessarily limited to the following:

1.4.19.2.1. Engaging Individuals in SUD treatment;

1.4.19.2.2. Referral to SUD services;

1.4.19.2.3. Administration of Medications for the treatment of SUDs, including Opioid Use Disorder, to include the following:

1.4.19.2.3.1. Screening for medications for SUDs;

1.4.19.2.3.2. Cost of medications for SUDs; and

1.4.19.2.3.3. Administration of medications for SUDs.

1.4.19.2.4. Coordinating care;

1.4.19.2.5. Continuity of Care; and

1.4.19.2.6. Transition planning.

1.4.20. Employment services and job training;

1.4.21. Relapse prevention;

1.4.22. Family/marriage education;

1.4.23. Peer-to-peer services, mentoring and coaching;

1.4.24. Self-help and support groups;

1.4.25. Housing support services (rent and/or deposits);

1.4.26. Life skills;

1.4.27. Spiritual and faith-based support;

1.4.28. Education; and

1.4.29. Parent education and child development.

1.4.30. Medications for Opioid Use Disorder in Therapeutic Courts

1.4.30.1. Per RCW 71.24.580, "If a region or county uses Criminal Justice Treatment Account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal FDA for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the HCA's designee for assistance must assist the court with acquiring the resource."

1.4.30.2. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:

1.4.30.2.1. The Therapeutic Court must have policy and procedures allowing Therapeutic Court participants at any point in their course of treatment to seek FDA-approved medication for any SUD and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any SUD.

1.4.30.2.2. The Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not deny services to Individuals who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all SUDs.

1.4.30.2.3. The Therapeutic Court program that do not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any SUD, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.

1.4.30.3. Per HCA BH-ASO contract requirements, the Contractor must notify the CSHCD SCRBH if it discovers that a CJTA funded Therapeutic program is practicing any of the following:

1.4.30.3.1. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;

1.4.30.3.2. Requiring participants already in the program to discontinue medication regimen in order to comply with program requirements;

1.4.30.3.3. Requiring discontinuation, titration, or alteration of their medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.

1.4.30.4. All decisions regarding an Individual's amenability and appropriateness for medications will be made by the Individual in concert with a medical professional.

1.5. The Spokane County Community Services, Housing, and Community Development (CSHCD) Department dba Spokane County Regional Behavioral Health (SCRBH) must coordinate with the local legislative authority for the county or counties in its regional service area, whose CJTA funds are allocated to CSHCD SCRBH to administer, in order to facilitate the planning requirement as described in RCW 71.24.580.

1.5.1. The Contractor shall implement any CJTA plans developed by the local CJTA panel and approved by the CJTA Panel established in RCW 71.24.580(5)(b).

1.5.2. Adams County and Pend Oreille County shall provide a copy of the county's CJTA plan to the CSHCD SCRBH every two years by May 31st starting May 31, 2021.

1.5.3. The CSHCD SCRBH shall combine each county's CJTA plan to develop a regional plan. Completed plans must be submitted to Washington State Health Care Authority (HCA) for review and approval. Once approved, the Contractor must implement its plan as written.

1.5.4. The CJTA plans must:

1.5.4.1. Describe in detail how SUD treatment and support services will be delivered within each county;1.5.4.2. Describe in detail any CJTA innovative projects limited to 30 percent of the CJTA funds, which must include:

1.5.4.2.1. An acknowledged evidence or research based best practice (or treatment strategy) that can be documented in published research, or

1.5.4.2.2. An approach utilizing either traditional or best practices to treat significantly underserved and marginalized population(s) and populations who are disproportionately affected by involvement in the criminal justice system, or

1.5.4.2.3. A project conducted in partnership with at least one other entity serving the Regional Service Area (RSA) such as, the MCOs operating in the RSA or the Accountable Community of Health.

1.5.4.3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or county or regional endeavors, including the following:

1.5.4.3.1. Describe the project and how it will be consistent with the strategic plan;

1.5.4.3.2. Describe how the project will enhance treatment services for eligible Individuals identified in RCW 71.24.580(1)(a) – (b);

1.5.4.3.3. Indicate the number of Individuals who were served using innovative funds; and

1.5.4.3.4. Detail the original goals and objectives of the project.

1.5.4.4. Address the CJTA Account Match Requirement for a Therapeutic Court as specified in subsection 1.3.1.

1.6. State Appropriation Recoupment

1.6.1. Per 71.24.582, HCA authority shall monitor and review, on an annual basis, expenditures related to CJTA appropriations.

1.6.2. HCA will help recoup and redistribute underspend or overspent funds on an annual basis to ensure per RCW 71.24.582, any remaining unspent CJTA appropriations will be returned to HCA at the end of the State Fiscal biennium.

2. **REPORTING:**

2.1. The Contractor will submit a quarterly CJTA Quarterly Progress Report within Thirty (30) calendar days of each state fiscal quarter using the reporting template, Exhibit C-1, CJTA Quarterly Progress Report. CJTA Quarterly Progress Report must include the following program elements:

2.1.1. Barriers to providing services to the criminal justice population;

2.1.2. Strategies to overcome the identified barriers;

2.1.3. Training and technical assistance needs;

2.1.4. Success stories or narratives from Individuals receiving CJTA services; and

2.1.5. If a Therapeutic Court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

Spokane County Regional Behavioral Health (Administrative Services Organization)
Exhibit C – 1

CRIMINAL JUSTICE TREATMENT ACCOUNT

QUARTERLY PROGRESS REPORT

Please respond to each question and submit to SCRBHContracts@spokanecounty.org **no later than 30 days following the end of each fiscal year report quarter** identified below.

Report Quarter

☐ **1st State Fiscal Quarter (July 1st-Sept 30th)** ☐ **2nd State Fiscal Quarter (Oct 1st-Dec 31st)**

☐ **3rd State Fiscal Quarter (Jan 1st- March 31st)** ☐ **4th State Fiscal Quarter (Apr 1st- June 30th)**

Name of County/Provider completing Report:

Please enter your status for each item, if item is incomplete please list your plan of correction (POC) including actions to be taken and target date for completion.

1. Contractor has made attempts to expand access to Recovery Support Services for the intended population?

   ☐ Yes ☐ No

   If no, please describe your plan of correction (POC): _____

2. Does the Contractor use CJTA funding to provide services for Individuals in a Therapeutic Court Program?

   ☐ Yes ☐ No

   If Yes, please indicate the number of Individuals who were admitted into the program during this quarter who were:

   a. Already on medications for opioid use disorder: _____
   b. Referred to a prescriber of medications for opioid use disorder: _____
   c. Were provided information regarding medications for opioid use disorder: _____
   d. Are currently receiving medication assisted treatment or medications for opioid use disorder: _____

   If Yes, please indicate what medications the individuals admitted into the program during this quarter are receiving (e.g. Buprenorphine, Methadone, Naltexone): _____

3. Is there any indication that the Therapeutic Court programs benefitting from CJTA are denying access to, or requiring titration from, any medications for opioid use disorder?

   ☐ Yes ☐ No

   Please enter any additional comments here: _____

Spokane County Regional Behavioral Health (Administrative Services Organization)
Exhibit C – 1

4. CJTA funding used in the local, county, city, or tribal jail?

   ☐ Yes ☐ No

   If Yes, please describe any barriers to providing treatment services and transitioning individuals into the community: _____

5. Please provide at least one success story or narrative from an Individual receiving CJTA funded services: _____

6. List any other significant accomplishments: _____

7. List any training or technical assistance needs: _____

8. Summarize any barrier(s) encountered in providing services to the criminal justice involved population and plans to overcome the barrier(s) with a timeline: _____

9. Please include any other comments you would like to convey to the CSHCD/SCRBH Contract Manager: _____

Completed By: _____

Date: _____

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT I

JAIL TRANSITION SERVICES REQUIREMENTS

1. SPECIFIC ELIGIBILITY AND/OR FUNDING REQUIREMENTS FOR JAIL TRANSITION SERVICES, IF APPLICABLE.

1.1 Jail Transition Services are to be provided within the contracted Available Resources.

1.2 The Contractor shall coordinate with local law enforcement, courts, and jail personnel to meet the needs of Individuals detained in the county jail(s).

1.3 The Contractor must identify and provide transition services to persons with mental illness and/or co-occurring disorders to expedite and facilitate their return to the community.

1.4 The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services, but who meet priority populations as defined in Chapter 71.24 Revised Code of Washington (RCW). The Contractor must conduct mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

1.5 The Contractor shall assist Individuals with mental illness in completing and submitting an application for medical assistance prior to release from jail.

1.6 The Contractor shall assist Individuals with mental illness and/or co-occurring disorders with the coordination of the re-activation of Medicaid benefits if those benefits were suspended while the Individual was incarcerated, which may involve coordinating the submission of prior-authorization with the managed care organizations (MCO) or the Fee For Service Medicaid Program.

1.7 Pre-release services shall include:

1.7.1 Mental health and substance use disorder (SUD) screening for Individuals who display behavior consistent with a need for such screening who submit a Health Kite requesting services, or have been referred by jail staff, or officers of the court.

1.7.2 Mental health intake assessments for persons identified during the mental health screening as a member of apriority population.

1.7.3 Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

1.7.4 Other prudent pre-release and pre-trial case management and transition planning.

1.7.5 Direct mental health or SUD services to Individuals who are in jails that have no mental health staff working in the jail providing services.

1.7.6 Post-release outreach to ensure follow-up for mental health and other services (e.g. SUD) to stabilize Individuals in the community.

1.7.7 If the Contractor has provided the jail services, the Contractor may also utilize funds, if sufficient, to facilitate any of the following:

1.7.7.1 Identify recently booked Individuals that are eligible for Medicaid or had their Medicaid benefits suspended for purposes of establishing Continuity of Care upon release.

1.7.7.2 Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools, such as GAIN-SS.

1.7.7.3 Inter-local agreements with juvenile detention facilities.

1.7.7.4 Provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.

1.7.7.5 Training to local law enforcement and jail services personnel regarding de-escalation, crisis intervention, and similar training topics.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT J

CONTRACT SUPPLEMENTAL DOCUMENTS

The following documents can be found on the Spokane County website at https://www.spokanecounty.org/4552/Non-Crisis-Contract-Supplemental-Documen.

1. AD – 20 Coordination of Benefits and Third-Party Liability P&P
2. Attestation/Affirmation of No Criminal Involvement
3. Critical Incidents Report Form / 2020 Incident Reporting System Instructions
4. CSHCD SCRBH BH Provider Services Guide
5. CSHCD SCRBH Data Dictionary
6. CSHCD SCRBH Fee for Services Rates
7. CSHCD SCRBH HIO Consent Form for Disclosures
8. CSHCD SCRBH Outpatient Authorization Workflow
9. CSHCD SCRBH QAPI Plan
10. CSHCD SCRBH SUD Monthly Outreach Services Spreadsheet
11. CSHCD SCRBH SUD Outpatient Pre-Authorization Workflow
12. CSHCD SCRBH SUD Residential Authorization Workflow
13. CSHCD SCRBH SUD Residential Pre-Authorization Workflow
14. CSHCD SCRBH SUD Residential Re-Authorization Workflow
15. CSHCD SCRBH SUD Utilization Management Protocols
16. Definitions
17. DSHS 7.01 Policy – American Indian Policy
18. DSHS 7.20 Policy – Administrative Policy
19. CSHCD SCRBH SABG Capacity Form
20. Service Encounter Reporting Instructions (SERI)
21. CSHCD SCRBH Agency Service Grids
22. CSHCD SCRBH Service Code Duration Matrix
23. CSHCD SCRBH Agency Funding Source Matrix
24. Washington State Health Care Authority (HCA) Contract K4160
25. Washington State Office of the Chief Information Officer- Standard Number 141.10: Securing Information Technology Assets
26. HCA Guidance Document – Drug Screen/Urinalysis Testing 6-3-19

27. Data Shared with External Entities Report
28. CSHCD SCRBH Monthly Compliance Log