

**CONTRACT #2012-A-06  
CLARK COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
P.O. BOX 5000, VANCOUVER, WA 98666-5000**

This contract is between Clark County, by and through its Department of Community Services and the Contractor identified below.

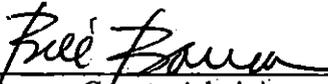
<b>Vancouver School District</b> PO Box 8937 Vancouver, WA 98668-8937 Tel: 360.313.1260 Fax: 360.313.1251 Steven Webb, Superintendent	<b>Contract Start Date:</b> September 1, 2011 <b>Period of Performance:</b> December 31, 2011 <b>Contract End Date:</b> February 28, 2012 <b>Budget Authority:</b> \$7,200 <b>Budget Fund Number:</b> 1954 <b>Funding Sources:</b> See Budget Summary
<b>Program Contact:</b> Barb Laurenzo, Special Services Administrator, <a href="mailto:Barb.Laurenzo@vansd.org">Barb.Laurenzo@vansd.org</a> , 360.313.1250	
<b>Fiscal/Alt Contact:</b> Marianne Cool, <a href="mailto:marianne.cool@vsd.org">marianne.cool@vsd.org</a> , 360.313.1341	
<b>County Contact:</b> DeDe Sieler, 360.397.2075 ext. 5529, <a href="mailto:DeDe.Sieler@clark.wa.gov">DeDe.Sieler@clark.wa.gov</a>	
<b>County Fiscal:</b> Heidi Steen, 360.397.2075 ext. 7845, <a href="mailto:Heidi.Steen@clark.wa.gov">Heidi.Steen@clark.wa.gov</a>	

When the box below is marked with an "X," the following exhibits are attached to and incorporated into this contract by reference:

Exhibits (specify): Exhibit A – Financial Reconciliation Statement; Attachment A – QSOA

Clark County, hereinafter referred to as the County, and the Vancouver School District, hereinafter referred to as the Contractor, agree to the terms and conditions of the County Basic Interagency Agreement and this Contract, including all terms and exhibits, by signing below:

FOR CLARK COUNTY:

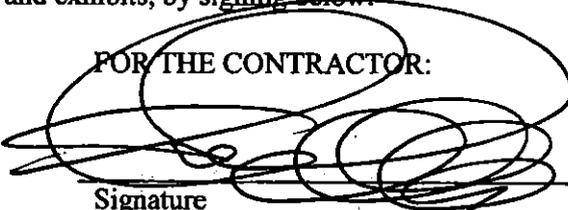
  
\_\_\_\_\_  
Bill Barron, County Administrator

11/21/11  
\_\_\_\_\_  
Date

APPROVAL AS TO FORM ONLY:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Signature

Superintendent  
\_\_\_\_\_  
Title

NOV 16 2011

\_\_\_\_\_  
Date

**SPECIAL TERMS AND CONDITIONS  
ALCOHOL & DRUG PROGRAM  
OCTOBER 2011**

**I. ADMINISTRATION**

- A. Additional Remuneration Prohibited. The Contractor shall not charge or accept additional fees from any patient, relative, or any other person for services provided under this Contract other than those specifically authorized by the Division of Behavioral Health and Recovery (DBHR), formerly the Division of Alcohol and Substance Abuse (DBHR). In the event the Contractor charges or accepts prohibited fees, the County shall have a right to assert a claim against the Contractor on behalf of the patient. Any violation of this provision shall be deemed a material breach of this Contract.
- B. Background Checks. The Contractor shall conduct, or ensure, a background check for all staff members, subcontractors or volunteers who have unsupervised access to children, adolescents or vulnerable adults. Revised Code of Washington (RCW) 43.43 and Washington Administrative Code (WAC) 388-805-200 (2) require criminal background checks (CBCs) when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- C. Business Continuity Plan. The Contractor shall maintain a Business Continuity Plan that identifies essential functions and how those services would be continued in the event of a disaster. The plan will identify alternate locations for service provision and contact information.
- D. Confidentiality.
1. The Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies compliance with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) and 45 CFR parts 160, 162 and 164; 42 CFR Part 2, and state privacy regulations.
  2. The Contractor shall provide to the County certification by the Executive Director certifying that the Contractor has on file a statement of confidentiality for each of the Contractor's staff and subcontractors who has access to the Contractor's alcohol and drug information system. That statement must be signed by the staff member, or subcontractor, and attested to by a witness's signature, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. (WAC

388-865-0275). The Annual Certification from the Contractor is due within 60 days of signing this Contract.

- E. Consumer Rights. The Contractor shall comply with state and federal non-discrimination policies and the Health Insurance Portability and Accountability Act (HIPAA) to the extent they are applicable to the subcontract, as well as those delineated in the County Basic Interagency Agreement which is incorporated by this reference. This includes Title VI of the Civil Rights Act of 1964 as implemented by the regulations at 45 CFR Part 80, the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR Part 91, the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, and other laws regarding privacy and confidentiality.
- F. Contract Number and Correspondence. The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.
- G. Data Sharing Arrangement
1. Security of Data
    - a. The Contractor shall not share digital certificates, user IDs or passwords between staff members or other workers.
    - b. The Contractor shall ensure there is at least one trained back-up data-entry worker throughout the contract period.
    - c. The Contractor shall take due care to protect data from unauthorized physical and electronic access.
    - d. Access to data shall be limited to staff whose duties require access to such data in the performance of their assigned duties. Prior to making such data available, the Contractor shall notify all staff with access to the data of the use and disclosure requirements.
- H. Employee Standards. The Contractor must comply with WAC 388-865-0405. As such, the Contractor is prohibited from employing or utilizing any person to provide services who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse of either an adult or minor and/ or exploitation of a minor. The Contractor shall have policies and procedures to ensure that a criminal history background check through the Washington State Patrol, consistent with the standards in RCW 43.43.830, is completed prior to each new hire or placement. Evidence of a satisfactory background check shall be maintained in personnel files. The policies and procedures shall require new background checks for all current employees upon hire, volunteers and interns prior to placement, and when indicated. Failure of the

Contractor to comply with this section may be grounds for immediate termination of this Contract.

I. False Claims Recovery (Fraud and Abuse Plan)

The Contractor must have administrative and managerial procedures in place that are designed to guard against fraud and abuse including the provisions below. The Contractor will submit a current plan and annual work plan to the County within ninety (90) days of the signing of this Contract. The plan must address the provisions of the False Claims Act (31 U.S.C. § 3729 et seq.).

1. Provisions against physician incentive plan. This must include provisions that ensure that the Contractor does not a) operate any physician incentive plan as described in 42 CFR §422.208; and b) contract with any subcontractor operating such a plan;
2. A mandatory compliance plan;
3. Written policies, procedures, and standards of conduct, which articulate the Contractor's commitment to comply with all applicable federal and state standards;
4. Designation of a compliance officer that is accountable to senior management;
5. Effective ongoing training and education for the compliance officer and staff;
6. Effective lines of communication between the compliance officer and the County's Fraud and Abuse Compliance Officer;
7. Enforcement of standards through well-publicized disciplinary guidelines;
8. Provision of internal monitoring and auditing; and
9. Provision for prompt response to detected offenses, development of corrective action initiatives, and notification of the County.

J. Financial Management. The Contractor's accounting system shall ensure that revenues are accounted for on an accrual basis and are reported against the programs by source of funding. This includes the ability to track federal funds separately from state or local funds.

- K. Funding Adjustment. If the service levels for treatment services/activities provided by the Contractor falls below 85 percent of projected contracted service levels, the County reserves the right to reduce the treatment/activity funds awarded in this Contract.
- L. Grievance Process. The Contractor shall maintain a written policy and procedure that specifies how service applicants and recipients will be informed of their right to a grievance in the case of denial or termination of service and/or failure to act upon a request for services with reasonable promptness. Contract termination shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- M. Licensing and Certification. The Contractor shall hold and maintain all necessary licenses, certifications and/or permits as required by law for the performance of the services to be performed under this Contract. The Contractor shall notify the County in the event of a loss or restriction of any required license or certification of a practitioner in its employ, of a subcontractor, or of the Contractor itself. Failure to comply with this provision will result in corrective action and may lead to immediate termination of this Contract.
- N. Monitoring Cooperation. The Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records, including medical records, and the financial statements related to this agreement and/or service performed under this agreement. This shall include contracts and agreements the Contractor has with other entities in fulfillment of this Contract.
- O. Program Development Participation
1. The Contractor shall participate in provider meetings and other meetings as scheduled by the County Alcohol and Drug Program Manager or designee. Participation shall include at least one Contractor representative at each meeting, plus any TANF Outstationed staff, DCFS Outstationed staff, Case Management staff and others as requested by the County Alcohol and Drug Program Manager or designee. The Contractor shall also participate with County program and contract staff in the process of developing reporting requirements, fee schedules and other program or contract changes needed for 2011-2013 Biennium.
  2. The Contractor shall be represented at all Substance Abuse Advisory Board meetings as scheduled by the County Alcohol and Drug Program Manager or designee. Participation shall include at least one representative at each meeting. The representative, upon request, will present monthly progress reports and be available to answer technical questions and provide input as requested by the Substance Abuse Advisory Board and County staff.

3. The Contractor shall work collaboratively with the County and other substance abuse systems to address substance abuse issues or efforts as identified by the County. Working Agreements will be developed and/or revised between the Clark County Department of Community Services Alcohol and Drug Program and the Division of Children and Family Services, Provider Agencies, DSHS Community Service Office and other system entities as required.

- P. Service Availability. The Contractor shall ensure availability of services as outlined in the Statement(s) of Work of this Contract throughout the entire period of performance. If necessary, the Contractor shall limit access to services and make use of waiting lists for this purpose.

## II. APPLICABLE REGULATIONS

The Contractor shall provide services described in the Statement(s) of Work in accordance with all applicable state and federal regulations, including but not limited to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW). The Contractor shall fulfill its obligations relating to the Health Insurance Portability and Accountability Act and regulations promulgated thereunder, 45 C.F.R. Part 160, 162 and 164. Where more stringent, the Contractor will follow 42 C.F.R. Part 2 and applicable Washington State law.

## III. DEBARMENT or EXCLUSION

The Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of 5 percent or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a)(1)). The Contractor shall:

Monitor for excluded individuals and entities by:

- A. Screening employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.
- B. Screening each month newly added employees and individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract.

- C. Screening each month employees and individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.
- D. Utilizing the federal website: <http://www.oig.hhs.gov/fraud/exclusions.asp>,
- E. The Contractor shall provide monthly certification, by the 10<sup>th</sup> of the month, that it has complied with these requirements, and maintain documentation the required monitoring.

#### IV. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- A. The Clark County Basic Interagency Agreement;
- B. The 20011-2013 Division of Behavioral Health & Recovery (DBHR) County Program Agreement and its exhibits;
- C. The DBHR BARS Supplement;
- D. The Department of Social & Health Services (DSHS) and County Agreement on General Terms and Conditions, the State Medicaid Manual (SMM) as applicable, the Budget and Reporting System (BARS) Manual;
- E. The Code of Federal Regulations at Title 45 CFR Part 74, "Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;"
- F. State regulations including the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC).
- G. Qualified Service Organization Agreement, included as Attachment A.

#### V. DUPLICATION OF COSTS

The Contractor shall not request reimbursement for costs under this agreement, if the Contractor also receives payment for the same costs from another funding source.

#### VI. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded.

Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this agreement does not constitute a waiver of the provisions of this Contract.

## VII. FISCAL AUDIT

- A. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.
- B. The Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five (45) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 3. Public Entities are exempt from the semi-annual financial reporting requirement.
- C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a Corrective Action Plan for any audit findings and a copy of any Management Letter, within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in Corrective Action, including withholding payment until the financial information or audit is received.
- D. If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a Corrective Action Plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in Corrective Action, including withholding payment until the financial information or audit is received.

1. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

## VIII. INSURANCE

- A. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- B. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

- C. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- D. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.
- E. The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the total contract budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
- F. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.

## IX. PAYMENT PROVISIONS

The County shall make payment to the Contractor based upon the Statement(s) of Work in the Contract, not to exceed the budget identified for each Statement of Work; and subject to the following provisions:

- A. The Contractor shall submit an invoice in accordance with each Statement of Work on or before the 15<sup>th</sup> of the month following the month the service was provided (e.g. February service is billed by March 15th). Payment to the Contractor will be processed within twenty (20) days of the receipt of a complete and accurate invoice. Invoices shall be submitted along with all required written reports and shall include the following:
1. The month/year for which payment is requested;
  2. An invoice number;
  3. The Contract number and the Statement of Work number;
  4. The name and address of the Contractor;
  5. A payment request form;
  6. Signature by a duly authorized individual. The Contractor is responsible for ensuring invoice requests issued against the contract are signed by an authorized individual. The Contractor shall submit a letter to the County identifying those individuals authorized to sign prior to payment against the Contract.
- B. For Statements of Work to be paid on a cost reimbursement basis, the Contractor shall provide the following:
1. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail or equivalent.
    - a. For direct costs, detail will include:
      - i. Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
      - ii. Other direct costs: Include vendor/payee names, dates of service, purpose and amount.
    - b. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval.

by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

- i. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
  - ii. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
2. For services that are also funded by a third-party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which services or work was funded by the County and by other parties.
- C-E: The Contractor shall ensure a contract closeout process is completed within thirty days of the end of the contract period by submitting a Financial Reconciliation Statement (Exhibit A). Payment requests under this Contract received after this date may not be processed if funding has expired. This obligation remains in effect until fulfilled by the Contractor and may be grounds for corrective action in subsequent contracts.

## XI. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

Subject to its other provisions, no services will be provided under this Contract after December 31, 2011. The Contract will remain in force through February 28, 2012 to allow for reconciliation of services and payment adjustments for services provided before December 31, 2011. The Contract may be modified or terminated sooner as provided in the termination language in the Clark County Basic Interagency Agreement. The County reserves the right to offer a new contract upon satisfactory Contractor performance. The Contractor shall provide to the County ninety (90) days written notice of intent to terminate or to not renew this Contract.

## XII. RECORDS RETENTION

During the term of the Contract and for seven (7) years following termination or expiration of the Contract, the parties shall maintain records sufficient to:

- A. Document performance of all acts required by the Contract and applicable statutes, regulations, and rules; and
- B. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures and payments.

- C. If any litigation, audit or bankruptcy is initiated, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.
- D. The Contractor may choose to retain records for a longer period as outlined in RCW 4.16.350.

## XII. REPORTING REQUIREMENTS

The Contractor shall submit all required written reports identified in this section and in the Statement(s) of Work.

- A. The Contractor shall submit reports identified in the Statements of Work of this Contract or other reports which may be requested by the County.
- B. Failure to Maintain Reporting Requirements. Requests for payment will not be processed by the County if the Contractor fails to maintain its reporting obligations. Payment requests will be processed when required reports are received.

## XIII. SERVICE REQUIREMENTS

Services and Activities to Ethnic Minorities and Diverse Populations. All services provided by the Contractor under the terms of this agreement shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities and diverse populations. The Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services. The Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall report in narrative form the actions taken with the identified populations and on the relationships with other agencies in the State annual report.

## XIV. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

## XV. TREATMENT OF ASSETS

Unless otherwise provided in this Contract, the Contractor shall ensure that any adult patient receiving services from the Contractor under a Contract has unrestricted access to the patient's personal property. The Contractor shall not interfere with any adult patient's ownership, possession, or use of the patient's property. The Contractor shall provide patients under age eighteen (18) with reasonable access to their personal property that is appropriate to the patient's age, development and needs. Upon termination of the Contract, the Contractor shall immediately release to the patient and/or the patient's guardian or custodian all of the patient's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting patients' access to, or possession or use of, lawful or unlawful weapons and drugs).

**STATEMENT OF WORK  
VANCOUVER SCHOOL DISTRICT  
YOUTH OUTREACH, INTERVENTION & REFERRAL SERVICES  
CONTRACT #2012-A-06**

Service Category	Program Code/ Reporting Category	Payment Type	Revenue Source	Total Revenue Source
Youth outreach, intervention & referral services	773-019464	Fee for Service	A&D Reserves	\$7,200
<b>TOTAL</b>				<b>\$7,200</b>

**I. PROGRAM SERVICES**

- A. The Contractor shall employ chemical dependency or counseling professionals as high school intervention specialist(s) to provide youth outreach, referral and intervention services. The intervention specialists shall provide direct alcohol, drug and mental health intervention services and shall assist eligible students in carrying out treatment and recovery plans.
- B. The County is paying a portion of the cost of the intervention specialist(s). Direct project supervision shall be provided by the VSD Special Services Administrator. Youth outreach, referral and intervention services shall be provided on a fee for service basis and as described in the DBHR BARS Supplement (566.35).
- C. The intervention specialists shall function to provide outreach, referral, and/or linkage to chemical dependency, mental health, case management, medical services, assessments, treatment, aftercare services, and recovery support. As determined by individual student needs, the intervention specialists shall:
1. Provide pre-assessment screening for substance problems, mental health issues and other social service needs to each student referred for service.
  2. Facilitate access to needed social services that will discourage chemical dependency, mental health crisis and augment multi-system services.
  3. Provide support and assistance to students and families when individuals are removed or discharged from chemical dependency services or leave treatment prematurely. Intervention specialist shall act as an advocate to reconnect the youth to appropriate treatment services.

4. Advocate for the student's treatment needs with treatment provider.
5. Assist the student in receiving a chemical dependency and/or mental health assessment when needed.
6. Help in solving problems when there is a crisis in the student's treatment plan.
7. Be available to students and their families for individual and family support services.
8. Facilitate and assist the development of routinely scheduled in-school intervention, prevention and recovery support groups.

## II. PROGRAM STANDARDS AND GUIDELINES

- A. The Contractor shall ensure high school intervention specialists meet the minimum qualifications for the position as follows:
  1. Chemical dependency professional or Washington State registered counselor;
  2. One or more years of experience working with adolescents; and,
  3. Knowledge of how social service systems work including: Division of Children and Family Services, juvenile justice, chemical dependency and mental health.
- B. The target population shall be Title XIX eligible and low-income students. Youth eligible for student services are those ages 13 to 20 who are enrolled in the Vancouver School District (VSD) and:
  1. Have the presence of risk factors in other realms (e.g., behavioral, psychological, family, attendance issues) and who are at risk of dropping out of school; or,
  2. May be involved with one or more of the following systems or agencies in addition to needing substance abuse treatment services: Department of Children and Family Services (DCFS), mental health, Alternative School, juvenile justice, or the County Health Department.
- C. Referrals may originate from any school staff, parent, mental health, juvenile court, DCFS/Child Protective Services/Child Welfare Services, or other credible source.

- D. The Contractor shall assure the County that all youth referred for treatment services will also be referred for Title XIX financial eligibility screening at the treatment provider or the local DSHS Community Services Office (CSO).
- E. Each of the intervention specialists shall outreach and/or serve a minimum of 300 students (total 600).
- F. The Contractor shall ensure that screening tools, forms, the client file format and related documents utilized in performance of this Statement of Work are approved by the County.
- G. The Contractor shall review the Intervention Service Program curriculum in use for this program with the goal of ensuring compliance with applicable regulations.
- H. Referrals. The Contractor shall maintain student/client files including, but not limited to, all intake information, case notes, collateral contacts, releases of information and referral recommendations for reference. Referrals for service shall include the following documentation:
  - 1. Name of referred student.
  - 2. Demographic Information, PIC# (Medicaid Number) if available, and/or other identifying information.
  - 3. Reason for the referral.
  - 4. Explanation of the individual's history of alcohol and/or drug use and the need for mental health services.
  - 5. Description of the behaviors observed or reported that, based upon the assessment, indicate the need for intervention services.
  - 6. Information regarding the individual's involvement with other systems or agencies, including: juvenile court, DCFS, or mental health services. Include each agency's contact name and phone number.
  - 7. Contact information and printed name of person making the referral and the date the referral is made.
  - 8. Signature of person making referral.
  - 9. Signed release of confidential information forms.
- I. Screening Process. The Contractor shall review and update the protocol process previously developed as needed. The protocol outlines the roles and responsibilities of the Intervention Specialist and identifies the roles and

responsibilities of other parties and describes how the process is used to provide referral and screening. Any revision of the protocol must have written approval of the Vancouver School District and the Clark County Alcohol & Drug Program Manager or designee. The protocol shall address the following elements:

1. The steps that need to be completed including: financial eligibility and confidential information, and EPSDT screens and physical examinations.
2. The completion of chemical dependency and mental health assessments and entry into treatment or other support services.
3. The time required for intake decisions to be made and communicated to the referral source.
4. The development of a written plan for each student approved for intervention services, including the following:
  - a. Referrals to chemical dependency assessment and treatment services.
  - b. Chemical dependency service goals and linkages to juvenile court, health district, DCFS, mental health, and other social services as required.
  - c. Agencies and staff who are involved with the student and their on-going responsibilities.
  - d. Initial objectives for the intervention specialist.
5. The development of linkages as required to enable students' access to Title XIX, EPSDT screens, medical, chemical dependency, and mental health services.
6. Requirements for Injecting Drug Users (IDUs): The Contractor shall:
  - a. Provide referrals to treatment services with admission priority for IDUs and individuals infected with HIV/AIDS.
  - b. Provide referrals to outreach activities designed to reduce the transmission of HIV disease and encourage IDUs to undergo treatment.

EXHIBIT A

Clark County Department of Community Services  
Financial Reconciliation Statement

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Contract #: 2012-A-06

Project Name: \_\_\_\_\_

1. Contract Budget Authority \$ \_\_\_\_\_  
*(The total amount of contract including any modifications).*
  
2. Payments Received/Accrued \$ \_\_\_\_\_  
*(The total amount you have billed, including payments billed but not yet received).*
  
3. Contract Funds Deobligated (Line 1 minus Line 2) \$ \_\_\_\_\_  
*(The difference between the contract amount and the amount you have billed).*

I certify that the above financial reconciliation agrees with our records and accurately reflects all payments received and/or outstanding from the contract, including any modifications, with Clark County Department of Community Services for the period:

beginning \_\_\_\_\_

and ending \_\_\_\_\_

I understand that by signing below, I agree with the above reconciliation and I agree that we will not submit any future billings related to this contract and that the contract will be closed.

If this does not accurately reflect your records, please explain any differences:

Total Matching Funds (if applicable): \$ \_\_\_\_\_

Agency Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Prepared By: \_\_\_\_\_

**ATTACHMENT A**

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT  
(QSO/BA AGREEMENT)**

between

**Clark County  
Department of Community Services**

and

**Vancouver School District**

This QSO/BA Service Agreement is between Clark County, by and through its Department of Community Services, herein after referred to as the County and Vancouver School District, herein after referred to as the Contractor.

**PURPOSE**

This Agreement is for the purpose of specifying the requirements that the parties are subject under HIPAA (Health Insurance Portability and Accountability Act) and 42 C.F.R. Part 2.

**THE CONTRACTOR AND THE COUNTY AGREE:**

1. That in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from or provided to the County identifying or otherwise relating to the consumers/patients receiving services from the County, it is fully bound by the Health Insurance Portability and Accountability Act (HIPAA) and 42 C.F.R. Part 2;
2. To resist, in judicial proceedings if necessary, any efforts of others to obtain access to PHI pertaining to consumers/patients except as permitted by 42 C.F.R. Part 2;
3. To prevent the unauthorized use or disclosure of PHI;
4. To report to the County any intentional or inadvertent use or disclosure of PHI which it becomes aware of, by immediately contacting the County's Program Manager;
5. To ensure that any agent, including a subcontractor, to whom the Contractor provides PHI received from the County, or created or received by the Contractor on behalf of the County, agrees to all the terms of this Agreement;

6. To provide access to the PHI at the request of the County, or to an individual as directed by the County, in order to meet the requirements of 45 C.F.R. § 164.524, which provides patients with the right to access and copy their own PHI;
7. To make any amendments to the PHI as directed or agreed to by the County pursuant to 45 C.F.R. § 164.526 within thirty days;
8. Within five business days of request, to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI for purposes of determining The Contractor's compliance with HIPAA;
9. To document all disclosures of PHI, and information related to such disclosures, as would be required in order for the County to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
10. To provide the County, or the requesting individual, information in accordance with paragraph (9) of this Agreement to permit the the County to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
11. That the County may immediately terminate this Agreement if it determines that the Contractor violated any material term;
12. That upon termination of this Agreement for any reason, the Contractor will not retain any copies of the County-provided or generated PHI, and will return or destroy all PHI;
13. That in the event the Contractor determines that returning or destroying the PHI is infeasible, it will notify the County of the conditions that make return or destruction infeasible and will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, as long as it maintains the information. Notification will be by registered mail and shall occur within ten days of notification of termination by the County.
14. That they will abide by 42 C.F.R. § 2.11, which requires qualified service organizations to abide by the federal drug and alcohol regulations that prohibit such organizations from redisclosing any patient identifying information even to an agent or subcontractor.

## **APPLICABILITY OF LAW**

This Agreement is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all modifications shall also be governed by the laws of the State of Washington, both as to interpretation and performance, and venue shall be Clark County.

## **ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## **INDEMNIFICATION**

To the fullest extent permitted by law and without limitation of the provisions of any insurance requirements, the Contractor shall indemnify, defend (with counsel designation and approved by the Clark County Prosecuting Attorney) and hold harmless Clark County, its employees, elected officials, agents, and representatives, from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature, type, or cause, arising out of or resulting from or in connection with (1) the performance of the Contract; (2) any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors, while performing or purporting to perform the services described in this Contract.

The Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of Clark County. The provisions of this Section survive the completion of the Work or termination of the Contract.

## **PERIOD OF AGREEMENT**

The effective date of this Agreement will be upon the final signature of the parties to this Agreement and it shall remain in effect until it is terminated in accordance with the terms of this Agreement.

## **RELATIONSHIP OF PARTIES**

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

## **TERMINATION**

This Agreement may be terminated, for any reason, with or without cause, by either party upon ninety (90) days prior written notice to the other party. Such notice and other correspondence related to this Agreement shall be sent to the contacts and addresses listed on cover page of this Contract.