



**CLIENT SERVICES CONTRACT
CJTA Funded Treatment and Recovery
Support Services
AMENDMENT**

HCA Contract No.: K3962
Amendment No.: 1

THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME Lewis County	CONTRACTOR doing business as (DBA)
CONTRACTOR CONTACT Alison Puckett Phone: (360) 740-1430 Email: alison.puckett@lewiscountywa.gov	

WHEREAS, HCA and Contractor previously entered into a Contract for CJTA Funded Treatment and Recovery Support Services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to: 1) extend the term; 2) update the total maximum compensation; 3) align contract and statement of work language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Total Maximum Contract Amount for July 1, 2020 to June 30, 2021 is \$128,664.00.
2. The Contract is extended for the term of July 1, 2020 to June 30, 2021.
3. Section 3, Special Terms and Conditions, 3.1 Performance Expectations, is amended to read as follows:

3.1 Performance Expectations

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications; and
- 3.1.7 Provision of high quality services.

HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold allocation of funding if expectations are not met or Contractor's performance is unsatisfactory.

4. Section 3, Special Terms and Conditions, 3.2 Term, 3.2.3 is amended to read as follows:

3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before the effective date of a fully executed contract or any subsequent amendment(s).

5. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.1 is amended to read as follows:

3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in:

3.3.1.1. Schedule A: *Statement of Work (2019-2020)* is \$68,814.00, and includes any allowable expenses. The Maximum Compensation includes \$68,814 CJTA funding, \$0 State Drug Court funding; and

3.3.1.2 Schedule A-1, *Statement of Work (2020-2021)* is \$128,664, and includes any allowable expenses. The Maximum Compensation includes \$68,814 CJTA funding, \$0 State Drug Court funding, and \$59,850 Supplemental CJTA per ESSB 6168.

6. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.2, Deliverables Table July 1, 2020 through June 30, 2021, is added as follows:

Deliverables Table July 1, 2020 through June 30, 2021			
#	Deliverable	Due Date	(Quarterly) Annual Maximum Amount
1	Submit an updated county Criminal Justice Treatment Account (CJTA) Plan that was approved by the local CJTA panel and signed by County Legislative Authority that indicates how the CJTA Supplemental will be utilized.	October 1, 2020	\$32,160
2	Submit quarterly progress reports	45 calendar days of end of State Fiscal Quarter	(\$8,042) \$32,168
3	Submit quarterly CJTA Revenue and Expenditure Reports	45 calendar days of end of State Fiscal Quarter	(\$8,042) \$32,168

4	Submit monthly and/or quarterly Programmatic Treatment Reports through Secure File Transfer (SFT) process	45 calendar days of end of State Fiscal Quarter	(\$8,042) \$32,168
State Fiscal Year 2021 Total Maximum Compensation			\$128,664

7. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.6 are amended to read as follows:

3.3.6 Source of Funds. The above Maximum Compensation payable under this Contract is based on the funding from the following sources:

3.3.6.1 100% is allocated under this Contract from Washington state CJTA appropriations.

3.3.6.2 Funding Stipulations:

- a) No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- b) Supplanting. The Contractor may use these funds to supplement, not supplant, the amount of federal, state and local funds otherwise expended for services provided under this Contract.
- c) Prohibition of Use of Funds for Lobbying Activities. The Contractor must not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.
- d) Per RCW 71.24.580(11), the HCA is required to reclaim any unspent allocations each state fiscal year.

8. Section 3, Special Terms and Conditions, 3.4 Invoice and Payment, is renamed and amended to read as follows:

3.4 Revenue and Expenditure / Payments

3.4.1 Contractor must submit accurate and complete Revenue and Expenditure Reports for all amounts allocated by HCA via e-mail to the HCA Contract Manager, identified in Section 3.5. Contractor must include the County name in the subject line of the email and the title of the Report attachment.

- 3.4.2 Revenue and Expenditure Reports must provide a detailed breakdown of each type. All Revenue and Expenditure Reports will be reviewed and must be approved by the HCA Contract Manager or his/her designee prior to ongoing payment.
 - 3.4.3 HCA will return incorrect or incomplete Revenue and Expenditure Reports to the Contractor for correction and reissue. HCA reserves the right to request any supplemental documentation related to the information contained in the Revenue and Expenditure Report, including applicable invoices between the Contractor and their subcontractor.
 - 3.4.4 In order to receive allocations under this agreement, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
 - 3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.
9. Section 3, Special Terms and Conditions, 3.7 Incorporation of Documents and Order of Precedence, is amended to read as follows:

3.7 Incorporation of Documents and Order of Precedence

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.7.1 Applicable Federal and State of Washington statutes and regulations;
- 3.7.2 Recitals;
- 3.7.3 Special Terms and Conditions;
- 3.7.4 General Terms and Conditions;
- 3.7.5 Schedule B: Data Use, Security, and Confidentiality;
- 3.7.6 Attachment 1: Confidential Information Security Requirements;
- 3.7.7 Schedule A: Statement of Work;
- 3.7.8 Attachment 2: Quarterly Progress Report Template
- 3.7.9 Attachment 3: Quarterly Revenue and Expenditure Report Template; and

3.7.10 Any other provision, term or material incorporated herein by reference of otherwise incorporated.

10. Section 4, General Terms and Conditions, 4.6 Confidential Information Protection, is amended to read as follows:

4.6 Confidential Information Protection

4.6.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to comply with the requirements of Schedule B, Data Use, Security, and Confidentiality, and Attachment 1, Confidential Information Security, attached hereto and incorporated herein.

4.6.2 The obligations set forth in this Section, and the referenced Schedule B and Attachment 1, must be included in all Subcontracts related to the work performed under this Contract.

4.6.3 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

11. Section 4, General Terms and Conditions, Subsections 4.7, Confidential Information Security, and 4.8 Confidential Information Breach – Required Notification, are deleted in their entirety. All subsequent subsections are renumbered and internal references updated accordingly.

12. Section 4, General Terms and Conditions, 4.23 Overpayments to Contractor, is amended to read as follows:

4.23 Overpayments to Contractor

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may withhold up to 5% of the monthly amount Contractor reports on the Revenue and Expenditure Report(s) per month, until the overpaid amount is recouped in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

13. Section 4, General Terms and Conditions, 4.25 Publicity, 4.25.2 is amended to read as follows:

4.25.2 Contractor agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

14. Section 4, General Terms and Conditions, 4.32 Subcontracting, 4.32.1 is amended to read as follows:

4.32.1 In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

15. Section 4, General Terms and Conditions, 4.32 Subcontracting, subsection 4.32.4 is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.
16. Section 4, General Terms and Conditions, 4.35 Termination, 4.35.1 Termination for Default, is amended to read as follows:

4.35.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within the timeframe identified in the notification, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

17. Schedule A-1, Statement of Work, replaces Schedule A, and is attached hereto and incorporated herein.
18. Schedule B, Data Use, Security, and Confidentiality, is added, attached hereto and incorporated herein.
19. Attachment 4, CJTA Programmatic Treatment Report, is attached as a separate Excel document and incorporated herein.
20. This Amendment will be effective July 1, 2020 ("Effective Date").
21. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
22. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Schedule A-1

Statement of Work

Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth below.

1. Definitions

“American Society of Addiction Medicine (ASAM)” means the six dimensions to identify the intensity of treatment services that best fits the individual’s needs and provides a common language of holistic, biopsychosocial assessment, and treatment across addiction treatment, physical health, and mental health services, which also addresses the spiritual issues relevant in recovery.

“Case Management” or **“Case Management Services”** means services provided by a Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT) licensed by the Washington Department of Health, or a person under the direct clinical supervision of a SUDP, to individuals assessed as needing treatment and admitted into treatment. Services are provided to assist clients in gaining access to needed medical, social, educational, and other services. Services include case planning, case consultation and referral, and other support services for the purpose of engaging and retaining or maintaining clients in treatment.

“Continuity of Care” means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized to start as the Individual transitions between: facility to home; facility to another facility; providers or service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of Care occurs in a manner that prevents secondary illness, health care complications, or re-hospitalization; and promotes optimum health recovery.

“County Match” means that jurisdictions must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts (RCW 2.30.040).

“Criminal Justice Treatment Account (CJTA)” means the account created by Washington State Legislature that may be expended solely for: substance use disorder treatment and treatment support services for individuals with a substance use disorder that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State (RCW 71.24.580).

“CJTA Plan” or **“Plan”** means the plan that is developed by the county human services or behavioral health services department, county prosecutor, county sheriff, county superior court, a substance use disorder treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court (RCW 71.24.580(6)). The plan shall be approved by the county legislative authority or authorities; and, submitted to the panel established in 71.24.580(5)(b) of this section, for disposition of all the funds provided from the CJTA within that county.

“Culturally and Linguistically Appropriate Services (CLAS)” means the national standards in health and health care intended to advance health equity, improve quality, and eliminate health disparities by establishing a blueprint for health and health care organizations.

“Division of Behavioral Health and Recovery” or **“DBHR”** means the Health Care Authority’s Division of Behavioral Health and Recovery, and its employees and authorized agents.

“Drug Court” means a court utilizing a program structured to achieve both a reduction in criminal recidivism and an increase in the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

“Evidence-based Practice” or **“EBP”** means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with a substance use disorder that are involved in the criminal justice system. EBP also means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome, and/or a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

“Individual” means any person in the criminal justice system who is in need of behavioral health services, regardless of income, ability to pay, insurance status or county of residence.

“Medication Assisted Treatment (MAT)” or **“Medications for Opioid Use Disorder (MOUD)”** both mean the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

“Outreach” or **“Community Outreach”** means identification of hard-to-reach Individuals with a possible SUD and engagement of these individuals in assessment and ongoing treatment services as necessary.

“Research-based” means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based (RCW 2.30.020).

“Recovery Support Services (RSS)” means services that are intended to promote an individual’s socialization, recovery, self-advocacy, development of natural support, and maintenance of community living skills. RSS include, but are not limited to, the following services: Supported employment services, supportive housing services, peer support services, wraparound facilitation services, and any other services that are conducive to an individual’s recovery in an Substance Use Disorder (SUD) Program (WAC 246-341-0718).

“Substance Use Disorder (SUD)” means a problematic pattern of using alcohol or another substance that results in the impairment in daily life or noticeable distress; and, whereby the individual continues use despite leading to clinically significant impairment or distress as categorized in the DSM-5.

“Substance Use Disorder Professional (SUDP)” means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.

“Substance Use Disorder Professional Trainee (SUDPT)” means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT

“Therapeutic Courts” means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance use and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

"Treatment" means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in Chapter 246-341 WAC.

"Treatment Support" means services such as transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.

"Washington State Jail" or **"Jail"** means any city, county, regional, or tribal jail operating in the state of Washington.

2. Purpose

Contractor will provide treatment and recovery support services, funded by Criminal Justice Treatment Account funds, to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

3. CTJA Account Services Specific Eligibility and Funding Requirements

- a. In accordance with RCW 71.24.580, the Contractor will be responsible for treatment and recovery support services for criminally involved individuals.
- b. CJTA Statutory Funding Guidelines
 1. In accordance with RCW 2.30.040 counties that use CJTA and/or State Drug Court funds to support or provide services to Therapeutic Court Program participants must match, on a dollar-for-dollar basis, an equal amount of local funding through cash or in-kind resources. Moneys appropriated under this provision may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts.
 2. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
 3. State Drug Court
 - i. In addition to state funding under the CJTA, several counties receive additional state funding specifically for Drug Courts. State Drug Court funding is provided to the following counties: Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston. The counties that receive State Drug Court funding must ensure the provision of substance use disorder treatment and support services detailed in this Contract, and in accordance with RCW 71.24.580 ad RCW 2.30.030.
 4. Supplemental Appropriations for State Fiscal Year 2021
 - i. Engrossed Substitute Senate Bill 6168; Section 212 § 72 provided one time supplemental funding under the CJTA:

- (a) \$4,500,000 of the criminal justice treatment account—state appropriation for fiscal year 2021 is provided solely for the authority to provide funding for the setting up of new therapeutic courts for cities or counties or for the expansion of services being provided to an already existing therapeutic court that engages in evidence-based practices, to include medication assisted treatment in jail settings pursuant to RCW 71.24.580. Funding provided under this subsection shall not supplant existing funds utilized for this purpose.
 - ii. Per RCW 71.24.580(5)(a), the HCA will distribute this funding through this agreement, with the understanding that the Contractor will confer with the local CJTA Panels for purpose of developing an amendment to the county or region’s strategic plans for the utilization of funding through the CJTA. This will allow the Contractor, in concert with the local CJTA Panel, to collectively determine how to best use the supplemental funding in the context of the proviso.
 - iii. Cities or counties interested in developing new therapeutic courts will be referred to the County CJTA Panel.
 - iv. Contractor will work with the local CJTA Panel to update their CJTA Plan, referenced in Schedule A, Statement of Work, Section 6, below, to account for how the supplemental appropriation will be utilized at their county and/or regional level.
5. At a minimum, thirty percent (30%) of all CJTA funds, including State Drug Court and State Fiscal Year 2021 supplemental funding, is to be dedicated to special projects that meet any or all of the following conditions:
- i. An acknowledged best practice (or treatment strategy) that can be documented in published research;
 - ii. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s) and populations who are disproportionately affected by the criminal justice system;
 - iii. A regional project conducted in partnership with at least one other entity serving the service area; and/or
 - iv. CJTA Special Projects. A special project would HCA retains the right to request progress reports on CJTA special projects.

4. **CJTA Funding – Allowable Services**

- a. Brief Intervention (any level, assessment not required);
- b. Acute Withdrawal Management (ASAM Level 3.7WM);
- c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
- d. Outpatient Treatment (ASAM Level 1);
- e. Intensive Outpatient Treatment (ASAM Level 2.1);

- f. Opioid Treatment Program (ASAM Level 1);
- g. Case Management (ASAM Level 1.2);
- h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
- i. Long-term Care Residential Treatment (ASAM Level 3.3);
- j. Recovery House Residential Treatment (ASAM Level 3.1);
- k. Assessment (to include Assessments done while in jail);
- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Recovery Support Services that may include:
 - 1. Employment services and job training;
 - 2. Relapse prevention;
 - 3. Family/marriage education;
 - 4. Peer-to-peer services, mentoring and coaching;
 - 5. Self-help and spiritual, religious support groups;
 - 6. Housing support services (rent and/or deposits);
 - 7. Life skills;
 - 8. Education Training (e.g. GED Assistance); and
 - 9. Parent education and child development.
- t. Substance Use Disorder treatment in the Jail:
 - 1. CJTA funds may not supplant any currently funded programs that previously existed in a Jail environment.

2. The Contractor may not use more than 30% of their allocation for treatment in the Jail unless they receive written authorization from the HCA Contract Manager or justification for doing so is detailed in the CJTA Plan discussed in Schedule A, Statement of Work, Section 6, below.
3. If CJTA funds are utilized for these purposes, the Contractor must attempt to provide treatment with the following stipulations:
 - i. Identify and provide transition services to persons with substance use disorder, who meet the CJTA requirements as defined in RCW 71.24.580, to expedite and facilitate their return to the community;
 - ii. Continue treatment services with individuals who were engaged in community-based treatment prior to their incarceration, with the intent to complete the outpatient treatment episode; and
 - iii. Initiate outpatient treatment services with individuals who will be released and transitioned into community-based treatment.
4. The following treatment modalities may be provided through CJTA funding:
 - i. Engaging individuals in SUD treatment;
 - ii. Screening, assessing, and inducting individuals on MOUD;
 - iii. Referral to SUD services;
 - iv. Providing continuity of care; and
 - v. Planning for an individual's transition from Jail.

5. **MAT in Therapeutic Courts**

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 food and drug administration 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 health care authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this Contract, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 1. The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 2. The Contractor will only subcontract with 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 Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.

3. The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, 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.
4. The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;
 - iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
5. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with a medical professional.

6. **CJTA Plan**

- a. The Contractor must coordinate with the local CJTA panel for the county or region in order to facilitate the planning process with community and governmental partners described in RCW 71.24.580(6). County level funding priorities are established by the local CJTA Panel. The plans should detail the coordination within the county, leverage the needed services for the community, and reach the intended population for the CJTA fund. Any CJTA funded efforts must be included in the CJTA Plan, including the following specific elements:
 1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
 2. Per section 3.b.1 of this Statement of Work, address the CJTA Account Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;
 3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
 - i. Describe the project and how it will be consistent with the strategic plan;
 - ii. Describe how the project will enhance treatment services for individuals in the criminal justice system;

- iii. Indicate the number of individuals who will be served using innovative funds;
 - iv. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs; and
 - v. Address the Fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.
4. The final plan must be approved by the county's legislative authority.
 5. Completed and legislatively approved plans must be submitted to the HCA for Review and Approval. Plan will be forwarded to the State CJTA Panel once approved by the HCA. The Contractor must implement the plan as it is written and notify the HCA if any changes are made.
 6. CJTA Plans are due by October 15, 2019 and are updated every two years, unless special circumstances dictate and approved by HCA, to coincide with the state fiscal biennium. Contractor may request an extension of up to 30 calendar days on the CJTA Plan due date, and HCA may approve the extension in its sole discretion.

7. Data Reporting Requirements

- a. The Contractor shall ensure that staffing is sufficient to support CJTA-related data analytics and related data systems to oversee all data interfaces and support the specific reporting requirements under Contract.
- b. The Contractor shall ensure that all Subcontractors required to report programmatic data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.
- c. There are three quarterly reports that the Contractor will be responsible for submitting: The Quarterly Progress Report (QPR), the Revenue and Expenditure Report (R&E), and the Programmatic Treatment Report (PTR).
 1. The Contractor will be responsible for submitting the QPR. The HCA will provide the Contractor with a template form that will report on the following program elements:
 - i. Number of individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the Criminal Justice Population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and Technical assistance needs;
 - v. Success stories or narratives from individuals receiving CJTA services; and
 - vi. If a Therapeutic Court receives CJTA funded services, the number of admissions of individuals into the program who were either already on MOUD, referred to MOUD, or were provided information regarding MOUD.

2. The Contractor will be responsible for submitting the R&E on a quarterly basis. The HCA will provide the Contractor with a template form that captures the fiscal expenditures for that quarter. The Contractor:
 - i. Will use the Excel spreadsheet provided by the HCA;
 - ii. Will report the amount of CJTA expenditures in their Contractor for each state fiscal quarter (State Fiscal quarters end on March 31, June 30, September 30, and December 31);
 - iii. Complete the document in its entirety; and
 - iv. Submit the internally reviewed and complete R&E report within 45 days of the end of each State Fiscal Quarter.

3. The Contractor is responsible for submitting the PTR each quarter through a Secure File Transfer (SFT). The HCA will provide the Contractor with an excel workbook template that will capture a variety of demographic and programmatic data that supports the services being provided by the state appropriations. In addition, this process will include the following:
 - i. The Contractor will ensure that their subcontractor has the bandwidth to complete all data elements requested in the PTR.
 - ii. The Contractor may allow the subcontractor to do all data entry but the PTR must be submitted into the Behavioral Health Data System (BHDS) by the Contractor through the established Secure File Transfer procedure within 45 days of the end of each State Fiscal Quarter. The Contractor may request an extension of this requirement during the first Contract term. Files submitted must conform to the following naming convention: <County Name>_<Contractor Name>_<Date of Upload>.
 - iii. The Contractor will review for completeness and accuracy each PTR that they receive from the subcontractor.
 - iv. The Contractor will work with their subcontractors to ensure that any applicable Release of Information (ROI) forms are updated to account for the sharing of Personal Health Information (PHI) with the HCA.

Schedule B

DATA USE, SECURITY, AND CONFIDENTIALITY

1. Definitions

In addition to the definitions set out in Section 2, Definitions, of the Contract, and Schedule A, Statement of Work, Section 1, the definitions below apply to this Exhibit:

“Authorized User” means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.

“Client” means an individual who is eligible for or receiving Medicaid services.

“Data” means the information that is disclosed or exchanged as described by this Contract. For purposes of this Contract, Data means the same as “Confidential Information.”

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use, or receipt of governmental services or other activities, address, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“ProviderOne” means the Medicaid Management Information System (MMIS), which is the State’s Medicaid payment system managed by HCA.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Use” includes the sharing, employment, application, utilization, examination, or analysis of Data.

2. Description of Data

- 2.1. Contractor, and/or Subcontractors will collect the Data necessary for the CJTA Programmatic Treatment Report, Attachment 4, attached hereto and incorporated herein . The Data will be submitted directly into the Behavioral Health Data System (BHDS).

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policy/securing-information-technology-assets>. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this Contract may be in any of the Categories indicated below:

Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal Information about individuals, regardless of how that information is obtained;
- Information concerning employee personnel records;
- Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling.

Category 4 Data is information that is specifically protected from disclosure and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data

- 4.1. The Data being shared/accessed is owned and belongs to HCA.
- 4.2. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any analyses, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.
- 4.3. Data collected and shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 4.4. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Security of Data

- 5.1. Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
- ii. Physically securing any computer, documents, or other media containing the Confidential Information.

5.2. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 1, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation ([https://ocio.wa.gov/policy/securing-information-technology-assets.](https://ocio.wa.gov/policy/securing-information-technology-assets)) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.3. Data Disposition

For the purposes of this section “fiscal year” is from July 1 to June 30.

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or disposed of as set out in Attachment 1, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

6. Data Confidentiality and Non-Disclosure

6.1. Data Confidentiality

The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- as provided by law; or
- with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2. Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

6.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. The Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

7. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor

8. Data Breach Notification

- 8.1. The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within 2 business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:
 - 8.1.1. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
 - 8.1.2. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - 8.1.3. A description of the types of PHI involved;
 - 8.1.4. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - 8.1.5. Any details necessary for a determination of the potential harm to individuals whose PHI is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
 - 8.1.6. Any other information HCA reasonably requests.

- 8.2. The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 8.3. If notification of the Breach or possible Breach must, in the judgement of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - 8.3.1. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - 8.3.2. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
 - 8.3.3. Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 8.4. Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.3, of all Confidential Information.
- 8.5. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach or possible Breach at any time.

9. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of Enrollees collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records and place of business for this purpose. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

10. Indemnification for Unauthorized Use or Release

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Enrollees.