Washington State Department of Social & Health Services

Transforming lives

CONTRACT AMENDMENT
BHSC Amendment

DSHS CONTRACT NUMBER:
1669-57896

Amendment No. 08

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)		
North Sound Behavioral Health Organization, LLC	North Sound Behavioral Health Organization		
CONTRACTOR ADDRESS 301 Valley Mall Way Ste 110 Mount Vernon, WA 98273-5462	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-583-336	DSHS INDEX NUMBER 1553	
CONTRACTOR CONTACT Joe Valentine	CONTRACTOR TELEPHONE (360) 416-7013	CONTRACTOR FAX (360) 416-7017	CONTRACTOR E-MAIL ADDRESS joe_valentine@northsoundbho.org

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Behavioral Health Administration	Division of Behavioral Health and Recovery	1685LS-69
DSHS CONTACT NAME AND TITLE Melinda Trujillo Program Manager	DSHS CONTACT ADDRESS Sky Valley CSO 19705 SR 2 Monroe, WA 98272	
DSHS CONTACT TELEPHONE (360)805-8362	DSHS CONTACT FAX (360) 794-1334	DSHS CONTACT E-MAIL ADDRESS melinda.trujillo@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBERS	
AMENDMENT START DATE 04/01/2018	**CONTRACT END DATE** 06/30/2019	
PRIOR MAXIMUM CONTRACT AMOUNT $46,065,927.00	AMOUNT OF INCREASE OR DECREASE $2,034,753.00	TOTAL MAXIMUM CONTRACT AMOUNT $48,100,680.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:

☒ Additional Exhibits (specify): Exhibit F: Funding Exhibit I: ITA Court Cost Charges

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Joe Valentine, Executive Director	
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. **All references to Designated Mental Health Professional (DMHP) is replaced with Designated Crisis Responder (DCR)**

2. **Section 2 Definitions.**

Subsection 2.34. is deleted and replaced with the following:

2.34 "DCR" means Designated Crisis Responder as defined by RCW 70.96B.030.

Subsection 2.74.3. is amended to read as follows:

Women who are parenting children including those attempting to gain custody of children supervised by the Department of Social and Health Services, Division of Children and Family Services (DCFS).

New Subsection 2.101. is added to read as follows:

2.101. "Secure Detoxification Facility" means a facility operated by either a public or private agency or by the program of an agency that:

(a) Provides for intoxicated persons:

(i) Evaluation and assessment, provided by certified chemical dependency professionals;

(ii) Acute or subacute detoxification services; and

(iii) Discharge assistance provided by certified chemical dependency professionals, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to less restrictive alternatives as appropriate for the individual;

(b) Includes security measures sufficient to protect the patients, staff, and community; and

(c) Is certified as such by the department; RCW 71.05.020(49) and meets the rules provided in WAC 388-877B-0140 secure withdrawal management and stabilization facilities - General

3. **Section 4 Payment and Fiscal Management**

Subsection 4.9. is amended to read as follows:

If the Contractor terminates this Agreement for any reason or will not be entering into any subsequent Agreements, DSHS shall require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with DSHS.

DSHS will conduct a fiscal closeout review after one hundred eighty (180) days of the termination date of this Agreement. Any funds not spent for the provision of services under this contract shall be returned to DSHS within sixty (60) calendar days after the completion of the fiscal closeout review.

Once all fund balances have been returned, the BHO is no longer liable for inpatient claims incurred during the contract period. DBHR will hold the risk and inpatient reserve dollars in abeyance for a period of eighteen (18) months from the date of receipt to pay any outstanding psychiatric inpatient costs accrued under this contract.

New Subsection 4.16. is added to read as follows:

4.16. Secure Detox. Funding in amounts provided as indicated on Exhibit F are provided for the implementation of the SUD Involuntary Treatment Act implementation related to RCW 71.05, RCW 71.34 and RCW 71.24 and section 13.5.2. of this Agreement.

4. Section 12 Reporting Requirements

Subsection 12.7.2. is amended to read as follows:

The DCR is responsible for submitting an Unavailable Detention Facility Report (No Bed Report) within twenty four (24) hours if, based on an evaluation of a person they find meets the criteria for detention for involuntary treatment but are unable to detain the person due to the lack of an involuntary treatment bed.

When a DCR submits an Unavailable Detention Facility Report (No Bed Report) to DSHS the DCR office will attempt, regardless of location, to re-evaluate the individual on a daily basis to determine if they continue to meet criteria for detention, and to seek an involuntary treatment bed if they do. Every day the DCR finds the person to meet criteria for detention but is unable to find an involuntary treatment bed an Unavailable Detention Facility Report shall be submitted.

5. Section 13 Services.

Subsection 13.2.1.3. is stricken.

Subsection 13.2.1.4. is stricken.

Subsection 13.2.9. is stricken.

Subsection 13.2.10. is stricken.

New subsection 13.5. Involuntary Treatment Act Services is added to read as follows:

13.5. **Involuntary Treatment Act Services:** Includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of Individuals in accordance with RCW 71.05, RCW 71.24.300, and RCW 71.34. This includes all clinical services, costs related to court processes and transportation. Crisis Services become Involuntary Treatment Act Services when a Designated Crisis Responder (DCR) determines an Individual must be evaluated for involuntary treatment. The decision-making authority of the DCR must be independent of the BHO administration. ITA services continue until the end of the involuntary commitment.

13.5.1. **Freestanding Evaluation and Treatment Services** are provided in freestanding inpatient residential (non-hospital/non-IMD) facilities licensed by the Washington State Department of Health and certified by DSHS to provide Medically Necessary evaluation and treatment to the Individual who would otherwise meet hospital admission criteria. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses, Mental Health Professionals, and discharge planning involving the

individual, family, and/or significant others so as to ensure continuity of mental health. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness and/or mental illness with a co-occurring substance use disorder.

13.5.1.1. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The Individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented. This service is provided for Individuals who pose an actual or imminent danger to self, others, or property due to a mental illness, or who have experienced a marked decline in their ability to care for self, due to the onset or exacerbation of a psychiatric or co-occurring substance use disorder. The severity of symptoms, intensity of treatment needs or lack of necessary supports for the Individual does not allow him/her to be managed at a lesser level of care. This service does not include cost for room and board. DSHS must authorize exceptions for involuntary length of stay beyond a fourteen (14) day commitment.

13.5.1.2. Each Freestanding Evaluation and Treatment location shall have a designated E&T Discharge Planner staff member. The primary role of this person will include developing and coordinating discharge plans that are: complex, multi system, mixed funding, and specific to Enrollees that would otherwise be transferred to the state hospitals and tracking the Enrollees progress upon discharge for no less than thirty (30) days after discharge from the E&T facility. The E&T Discharge Planner will track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard.

13.5.2. **Secure Detoxification Services** are provided in a facility licensed by DOH and certified by DBHR to provide appropriate care for intoxicated persons who have been found to meet criteria for involuntary treatment. These services include: Evaluation and assessment, provided by certified chemical dependency professionals; acute or subacute detoxification services; and discharge assistance provided by certified chemical dependency professionals, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to less restrictive alternatives as appropriate for the individual and meets the rules provided in WAC 388-877B-0140 Secure withdrawal management and stabilization facilities

13.5.3. The Contractor must provide access to all components of the Involuntary Treatment Act to Individuals who have mental health or substance use disorders in accordance with state law (RCW 71.05 and RCW 71.34) and without regard to ability to pay.

13.5.4. The Contractor must incorporate the statewide Designated Mental Health Professionals/Designated Crisis Responders Protocols listed on the BHA intranet into the practice of their Designated Crisis Responders.

13.5.5. The Contractor must have policies and procedures for ITA services that implement the following requirements:

13.5.5.1. All investigations under the involuntary treatment act must include an evaluation for the efficacy and safety of a less restrictive alternative to detention. Whenever less restrictive alternatives are determined viable, the Contractor must ensure that warm hand-offs to the appropriate less restrictive alternatives occur; based on the individual's level of need.

13.5.5.2. DCRs or crisis intervention workers cannot be required to respond to a private home or other private location to stabilize or treat an Individual in crisis, or to evaluate an

Individual for potential detention under the state's involuntary treatment act, unless a second trained individual accompanies them;

13.5.5.2.1. The clinical team supervisor, on-call supervisor, or the individual professional acting alone based on a risk assessment for potential violence, must determine the need for a second individual to accompany them;

13.5.5.2.2. The second individual may be a law enforcement officer, a Mental Health Professional, a Chemical Dependency Professional, a mental health paraprofessional who has received training required in RCW 49.19.030, or other first responder, such as fire or ambulance personnel;

13.5.5.2.3. No retaliation may be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone;

13.5.5.3. The Contractor must have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis outreach staff who respond to private homes or other private locations;

13.5.5.4. Every Designated Crisis Responder dispatched to conduct an ITA investigation, must have prompt access to information about any history of dangerousness or potential dangerousness on the Individual they are being sent to evaluate that is documented in crisis plans or commitment records and is available without unduly delaying a crisis response;

13.5.5.5. Every Designated Crisis Responder who engages in home visits to Individuals or potential Individuals for the provision of crisis services must be provided by the Contractor or Subcontractor with a wireless telephone or comparable device for the purpose of emergency communication.

13.5.6. **Inpatient Services** The Contractor must;

13.5.6.1. Develop, maintain or purchase ITA certified mental health treatment beds to meet the statutory requirements of RCW 71.24.300(6)(c);

13.5.6.2. Provide or purchase psychiatric inpatient services for the following:

13.5.6.2.1. Individuals who agree to be admitted voluntarily when it is determined to be Medically Necessary;

13.5.6.2.2. Individuals who are involuntarily detained in accordance with RCW 71.05 or RCW 71.34, and who are either eligible under MCS, or who are not eligible for any other medical assistance program that would cover this hospitalization;

13.5.6.2.3. Individuals at least twenty-two (22) years of age and under sixty-five (65) years of age who are Medicaid-Individuals and are admitted to a residential facility that is classified as an IMD as defined in 42 CFR 435.1010.

13.5.6.2.4. Develop and execute MOUs with licensed providers, maintain or purchase ITA certified substance use disorder treatment beds to meet the statutory requirements of RCW 71.05, RCW 71.24, and RCW 71.34.

13.5.6.2.5. For individuals being evaluated for ITA services due to mental illness, and who accept voluntary services as a less restrictive alternative to involuntary treatment, the Contractor must adhere to the requirements set forth in the Washington Apple Health Mental Health Services (Medicaid) Billing Guide.

13.5.7. The Contractor must have appropriate clinical staff members available twenty-four (24) hours per day, seven (7) days per week to respond to requests for authorization of psychiatric inpatient care in community hospitals.

13.5.8. The Contractor must adhere to the requirements set forth in the Washington Apple Health Inpatient Hospital Services Provider guide.

13.5.9. The Contractor must make an expedited authorization decision and provide notice as expeditiously as the Individual's health condition requires and no later than three (3) business days following the receipt of the authorization request. Extensions of up to fourteen (14) calendar days are permitted if the Individual or provider requests an extension or if the Contractor justifies a need for additional information and the delay is in the Individual's best interest. Authorization decisions for psychiatric inpatient must be made within one (1) hour of the initial call. A Notice of Determination must be provided if certification is denied for the admission.

13.5.10. Psychiatric Inpatient Services - State Hospitals: All individuals admitted to a State Hospital are assigned to a responsible BHO.

13.5.10.1. If the Contractor disagrees with the BHO/Individual assignment, it must request a reassignment within thirty (30) calendar days of admission. If a request to change the assignment is made within thirty (30) calendar days of admission and the request is granted, the reassignment will be retroactive to the date of admission.

13.5.10.2. If a request comes in after the 30th calendar day of admission and is granted, the effective date of the reassignment will be based on the date DSHS receives the reassignment request form. All reassignment requests are to be made using the Hospital Correction Request Form. The form is attached to the State Hospital/BHO Working Agreement. This process must be described in the working Agreement between the Contractor and the State Hospital.

13.5.11. For each assigned individual the BHO must:

13.5.11.1. Ensure Individuals are medically cleared, if possible, prior to admission to a State Psychiatric Hospital;

13.5.11.2. Respond to State Hospital census alerts by using best efforts to divert admissions and expedite discharges by utilizing alternative community resources and mental health services;

13.5.11.3. The Contractor or its designee must monitor individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320;

13.5.11.4. The Contractor or its designee must offer mental health and substance use disorder services to assist with compliance with LRA requirements;

13.5.11.5. The Contractor or its designee must respond to requests for participation, implementation, and monitoring of Individuals receiving services on Conditional Releases (CRs) consistent with RCW 71.05.340. The Contractor or designee must provide mental health services to assist with compliance with CR requirements;

13.5.11.6. The Contractor or designee must ensure provision of mental health services to Individuals on a Conditional Release under RCW 10.77.150;

13.5.11.7. For conditional releases under RCW 10.77, Individuals in transitional status in Pierce or Spokane County will transfer back to the responsible BHO upon completion of transitional care. Individuals discharged to a BHO other than the responsible BHO will be done so according to the Inter-BHO agreement described in the State Hospital Working Agreement;

13.5.11.8. Maintain or develop a written working agreement with the State Hospital in its Service Area within ninety (90) calendar days of the effective date of this Agreement. The Agreements must include:

13.5.11.8.1. Specific roles and responsibilities of the parties related to transitions between the community and the hospital;

13.5.11.8.2. A process for the completion and processing of the Inter-BHO Transfer Request Form for Individuals requesting placement outside of the BHO of residence;

13.5.11.8.3. Collaborative discharge planning and coordination with cross-system partners;

13.5.11.8.4. Identification and resolution of barriers which prevent discharge and systemic issues that create delays or prevent placements in the Contractor's Service Area.

13.5.11.9. The Contractor must coordinate with the Department of Social and Health Services, Home and Community Services (HCS) regional office to support the placement of Individuals discharged or diverted from State Hospitals into HCS placements. In order to accomplish this, the Contractor must:

13.5.11.9.1. Whenever possible, prior to referring an Individual with a diagnosis of dementia for a ninety (90) calendar day commitment to a State Psychiatric Hospital;

13.5.11.9.2. Ensure that a request for a CARE assessment is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate placement activities for all Individuals who might be eligible for long-term care services. HCS has agreed to prioritize requests for CARE assessments for Individuals who have been detained to an E&T or in another setting;

13.5.11.9.3. Request and coordinate with HCS, a scheduled CARE assessment for such Individuals. If the assessment indicates functional and financial

eligibility for long-term care services, coordinate efforts with HCS to attempt a community placement prior to referral to the State Hospital;

13.5.11.9.4. For Individuals (both those being discharged and those being diverted) whose CARE assessments indicate likely functional and financial eligibility for long-term care services:

13.5.11.9.4.1. The Contractor will coordinate with HCS placement activities with one entity designated as being responsible for those activities. This designation must be documented in writing and agreed upon by both the Contractor and HCS. If such designation is not made the responsibility is the Contractor's;

13.5.11.9.4.2. The responsible entity will establish and coordinate a placement or discharge planning team that includes Contractor staff, HCS assessors, and other community partners, as necessary, to develop a plan of action for finding a safe, sustainable placement;

13.5.11.9.4.3. The Contractor will ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.

13.5.11.9.5. If a placement has not been found for an Individual referred for long-term care services within thirty (30) calendar days, the designated entity will convene a meeting to review the plan and to make adjustments as necessary. Such review meetings will occur at least every thirty (30) calendar days until a placement is affected;

13.5.11.9.6. When Individuals being discharged or diverted from State Hospitals are placed in a long-term care setting, the Contractor must:

13.5.11.9.6.1. Coordinate with HCS and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the DBHR website;

13.5.11.9.6.2. When the Individual meets access to care criteria, coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement.

All other terms and conditions of this Contract remain in full force and effect.

Funding
King
July 2017 – June 2018

Funding Source	Per month July 2017 - June 2018	FY18 Total
Non-Medicaid State	$2,188,140	$26,257,680
Juvenile Drug Court	$6,818	$81,816
Dedicated Marijuana Acct (DMA)	$52,664	$631,968
Criminal Justice Tx Acct (CJTA)	$96,156	$1,153,872
State Drug Court (CJTA)	$16,830	$201,960
Jail Services	$51,840	$622,080
Expanded Community Svs (ECS)	$15,625	$187,500
Prog for Assertive Community Tx (PACT)	$57,918	$695,016
Additional PACT	$28,958	$347,496
5480 - ITA Non-Medicaid	$35,459	$425,508
Detention Decision Review	$19,049	$228,588
Assisted Outpatient Treatment	$59,859	$718,308
E&T Discharge Planners	$6,755	$81,060
Total	**$2,636,071**	**$31,632,852**
Quarterly payments		
HARPS	$125,000	$500,000
One-time payment		
Secure Detox		$254,326
Grand Total	**$2,761,071**	**$32,387,178**

State Only Enhanced Payment Rate – for services July 2017 – February 2018	$ 2.88
State Only Enhanced One-time Payment for March – June 2018 Services	$7,900,589

Reserves

Inpatient & Risk Reserves		Operating Reserves
MINIMUM	MAXIMUM	MAXIMUM
10.3%	14.7%	15.0%

Exhibit I
4/1/2018 – 6/30/2019

ITA Court Cost Charge Rates

County	ITA Court Cost
Benton County	$390
Clallam County	$0
Franklin County	$460
Jefferson County	$0
Kitsap County	$0
Pierce County	$1,124
Skagit County	$914
Snohomish County	$764
Spokane County	$1,117
Stevens County	$608
Whatcom County	$538
Whitman County	$460
Yakima County	$818