

		<b>CONTRACT AMENDMENT FYSVRT</b>		HCA CONTRACT NUMBER: 1669-60664  Amendment No. 02	
This Contract Amendment is between the State of Washington Health Care Authority (HCA) and the Contractor identified below.				Program Contract Number <a href="#">Click here to enter text.</a> Contractor Contract Number	
<b>CONTRACTOR NAME</b> North Sound Behavioral Health Organization, LLC			<b>CONTRACTOR doing business as (DBA)</b> North Sound Behavioral Health Organization		
<b>CONTRACTOR ADDRESS</b> 301 Valley Mall Way Ste 110  Mount Vernon, WA 98273-5462			<b>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</b> 603-583-336		<b>ACD INDEX NUMBER</b> 1553
<b>CONTRACTOR CONTACT</b> Joe Valentine		<b>CONTRACTOR TELEPHONE</b> (360) 416-7013	<b>CONTRACTOR FAX</b> (360) 416-7017		<b>CONTRACTOR E-MAIL ADDRESS</b> joe_valentine@northsoundbho.org
<b>HCA PROGRAM AREA</b> Division of Behavioral Health and Recovery				<b>HCA CONTRACT CODE</b> 1693LS-69	
<b>HCA CONTACT NAME AND TITLE</b> Kristen Royal Program Manager		<b>HCA CONTACT ADDRESS</b> 4500 10th Ave SE Lacey, WA 98503			
<b>HCA CONTACT TELEPHONE</b> (360)725-3810		<b>HCA CONTACT FAX</b>		<b>HCA CONTACT E-MAIL ADDRESS</b> royalkl@dshs.wa.gov	
<b>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</b> No			<b>CFDA NUMBERS</b>		
<b>AMENDMENT START DATE</b> 07/01/2018		<b>CONTRACT END DATE</b> 12/31/2018			
<b>PRIOR MAXIMUM CONTRACT AMOUNT</b> \$168,750.00		<b>AMOUNT OF INCREASE OR DECREASE</b> \$37,500.00		<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$206,250.00	
<b>REASON FOR AMENDMENT;</b> CHANGE OR CORRECT OTHER: SEE PAGE TWO					
<b>ATTACHMENTS.</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):					
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.					
<b>CONTRACTOR SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b> Joe Valentine, Executive Director		<b>DATE SIGNED</b>	
<b>DSHS SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b> HCA Contrats		<b>DATE SIGNED</b>	

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

1. Amend the Contract end date by extending from June 30, 2018 to December 31, 2018.
2. Amend the Contract by adding \$37,500, therefore increasing the maximum consideration from \$168,750 to \$206,250.
3. Amend the Contract Special Terms and Conditions by deleting in its entirety and replacing with the following for July 1, 2018 to December 31, 2018 only:

**1. Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Annual Work Plan" means an outline of goals, actions steps, those assigned to action steps and timelines for completion for a nine (9) month time period.
- b. "Behavioral Health Assessment Solution or BHAS" means a system in which information gathered during a Wraparound with Intensive Services (WISe) screening or full Child and Adolescent Needs and Strengths (CANS) assessment is entered and an algorithm applied to determine if a youth might benefit from WISe.
- c. "Department of Children, Youth and Families (DCYF)" means a department created by House Bill 1661 that will restructure how the state serves at-risk children and youth with the goal of producing better outcomes in all Washington counties. Starting July 1, 2018, DCYF will oversee services previously offered through the Department of Early Learning and Children's Administration and in July 2019, will administer programs offered by the Juvenile Rehabilitation office and the Office of Juvenile Justice.
- d. "Division of Behavioral Health and Recovery" or "DBHR" means the Health Care Authority designated state mental health authority to administer the state and Medicaid funded mental health programs authorized by Chapters 71.05, 71.24, and 71.34 RCW.
- e. "Family" means a family member who can demonstrate lived experience as a parent or primary caregiver who has raised a child and navigated multiple child serving systems on behalf of their child or children with social, emotional, and/or behavioral healthcare needs.
- f. "Family/Youth Run Organizations" means an organization in which the board is made up of at least 51% family/youth members with lived experience, that are dedicated to supporting youth with mental, emotional, behavioral, or substance abuse needs and their families.
- g. "Federally Recognized Tribes (or Tribal Government)" means self-governing American Indian and Alaska Native governments recognized under applicable federal and common law. Because of their unique sovereign status, Federally Recognized Tribes have the inherent power to make and enforce laws on their lands, and to create governmental entities.
- h. "Five Year Strategic Plan" means a blueprint for outlining strategies to address long term needs and goals over a five (5) year period.
- i. "Full partners" means persons or entities who play an active role in the development and implementation of activities under the T.R. v. Strange and Birch (originally Dreyfus and Porter) Settlement Agreement. Full partners have the same access to data and equal rights in the decision-making processes as other members of the Governance Structure.

- j. "Governance Structure" means the inter-agency members on an Executive Team of state administrators, the Statewide Family, Youth, System Partner Round Table (FYSPRT), Regional FYSPRTs, an advisory team, and various policy workgroups who collaborate to inform and provide oversight for high-level policy-making, program planning, and decision-making in the design, development, and oversight of behavioral health care services and for the implementation of the T.R. v. Strange and Birch (originally Dreyfus and Porter) Settlement Agreement.
- k. "Indian Policy Advisory Committee (IPAC)" means DSHS advisory committee comprised of representatives from Federally Recognized Tribes of Washington State and the Recognized American Indian Organizations. It guides the implementation of the Centennial Accord and the DSHS American Indian Policy. The Office of Indian Policy (OIP), along with the Department tribal liaisons, provides technical support to IPAC in its ongoing communications through meeting, planning and consultation activities. According to Article XI of the IPAC by-laws, IPAC does not have the authority or power to infringe upon or jeopardize the sovereignty of any Federally Recognized Tribe or non-member Tribe.
- l. "Recognized American Indian Organizations (RAIO)" means organizations, as recognized in accordance to Indian Policy Advisory Committee (IPAC) by-laws.
- m. "Regional Family Youth System Partner Round Table" or "Regional FYSPRT" means an essential part of the Governance Structure that meaningfully engages families and youth, system partners, governmental partners, tribal governments, tribal organizations and others who are interested in and committed to the success of youth and families in an equitable forum to identify regional needs, review regional data, problem-solve and address issues at the regional levels to improve outcomes, and bring unresolved needs forward to the Statewide FYSPRT with recommendations about how to meet those needs. Regional FYSPRTs are grounded in the Washington State Children's Behavioral Health Principles. One of their primary responsibilities is to meaningfully engage youth and families in the implementation of the T.R. v Strange and Birch (originally Dreyfus and Porter) Settlement Agreement.
- n. "Tri-Lead" means a role developed to create equal partnership, among a family, a transition age youth and/or youth partner, and a system partner representative who share leadership in organizing and facilitating Regional FYSPRT meetings and action items.
- o. "T.R. v Strange and Birch (originally Dreyfus and Porter) Settlement Agreement" means the legal document stating objectives to develop and successfully implement a five-year plan that delivers Wraparound with Intensive Services (WISe) and supports statewide, consistent with Washington State Children's Behavioral Health Principles.
- p. "Transition Age Youth" means individuals between the ages of 15 and 25 years of age with lived experience in receiving services within child serving systems.
- q. "Urban Indian Health Program or UIHP" means an Urban Indian Organization, as defined by 25 U.S.C. § 1603(29), that is operating a facility delivering health care. In Washington State, there are two UIHPs: the Seattle Indian Health Board and the NATIVE Project of Spokane.
- r. "Washington Behavioral Health Statewide Family Network" means a consortium of Washington State Family leaders, related to Children's Behavioral Health, who work to enhance state capacity and infrastructure by providing technical assistance around family engagement and leadership promotion, to create a mechanism for families to participate in state and regional behavioral health services planning and policy development.
- s. "Washington State Children's Behavioral Health Principles" means a set of standards, grounded in

the system of care values and principles, which guide how the children’s behavioral health system delivers services to youth and families. The Washington State Children’s Behavioral Health Principles are:

- (1) Family and Youth Voice and Choice
- (2) Team Based
- (3) Natural Supports
- (4) Collaboration
- (5) Home and Community-based
- (6) Culturally Relevant
- (7) Individualized
- (8) Strengths Based
- (9) Outcome-based
- (10) Unconditional

- t. “Wraparound with Intensive Services” or “WISE” means a program model that provides intensive mental health services and supports, in home and community settings, for Medicaid eligible individuals, up to twenty-one (21) years of age, with complex behavioral health needs and their families, in compliance with the T.R. v Strange and Birch (originally Dreyfus and Porter) Settlement Agreement.
- u. “Youth Partners” means young adults over the age of eighteen (18) with lived experience as a youth in the behavioral health system, and who are providing peer support and/or coordinating services with youth.

**2. Purpose.** The purpose of this contract is for the contractor to continue to develop, promote and support the Regional FYSPRT to fulfill their functions within the Governance Structure, in alignment with Washington State’s Children’s Behavioral Health Principles and the FYSPRT Manual.

**3. Performance Work Statement.** In alignment with Washington State Children’s Behavioral Health Principles and consistent with the FYSPRT Manual, the Contractor shall continue to develop, promote and support a Regional FYSPRT by providing administrative and staff support for the performance of work as set forth below in Subsections a. – j.

Promotion and support of the Regional FYSPRT includes, but is not limited to, the following activities: community outreach and engagement efforts to publicize the work of the FYSPRTs and recruit members, fiscal management, arranging meeting space, and other administrative supports necessary for the operation of the Regional FYSPRT.

The Contractor shall:

- a. Include youth, family, and system partner representation in all aspects of the development, promotion, and support of the Regional FYSPRT.

- b. Engage Federally Recognized Tribes and Recognized American Indian Organizations to promote, participate in, and aid in the continued development of the Regional FYSPRT. Identify date(s) and type(s) of outreach in progress reports.
- c. Engage with youth, families, and system partners to build and maintain a Regional FYSPRT membership that includes:
  - (1) At least 51% Youth and Family membership. If not at 51%, note this in the quarterly report and identify strategies to come into compliance
  - (2) BHO Representation, including key administrators connected to the WISe implementation
  - (3) Representatives from Family and Youth Run Organizations and other relevant stakeholder groups within the region
  - (4) Community System Partners and Community Members, such as:
    - (a) Suggested Participants listed in the FYSPRT Manual
    - (b) Behavioral Health Provider(s)
    - (c) Department of Children, Youth and Families (DCYF)
    - (d) Developmental Disabilities Administration
    - (e) Education/School District/Educational Service Districts
    - (f) Faith Community Leaders
    - (g) Federally Recognized Tribes (or Tribal Governments)
    - (h) Foster Care Provider(s)
    - (i) Juvenile Justice
    - (j) Law enforcement
    - (k) Regional Advocacy Groups
    - (l) Physical health care/public health
    - (m) Recognized American Indian Organizations
    - (n) Urban Indian Health Programs
    - (o) Other interested community stakeholders
- d. Follow the current version of the FYSPRT Manual.
- e. Convene regular Regional FYSPRT meetings, a minimum of once per month. Meeting materials must be made publicly available prior to the meeting. Meetings must:
  - (1) Follow the Regional FYSPRT Meeting protocol, set forth in the FYSPRT Manual

- (2) Be open to the public and publicized to stakeholders via outreach and other strategies
  - (3) Provide for and publicize to stakeholders a process for obtaining travel and support to attend meetings, such as childcare assistance/reimbursement
  - (4) Be planned and facilitated by the Regional Tri-Leads, with input from all Tri - Leads in the development of meeting agendas, identification of issues for follow up and other items as needed
  - (5) Include at one meeting per quarter, review of WISe Quarterly Behavioral Health Assessment Solutions (BHAS) quality improvement reports to identify strengths and needs of the region. Note in the quarterly progress report, a plan to address the need(s) as a meeting agenda item, annual work plan goal, or other method. If applicable to the region, other regional data reports can be reviewed to fulfil this requirement for one of the two quarters.
- f. Continue to implement the Regional FYSPRT five year strategic plan, adding updates as needed based on the results of:
- (1) An annual needs assessment completed between July and September, using the region's tool of choice and,
  - (2) FYSPRT meetings and,
  - (3) FYSPRT evaluations.
- g. Between October and December, develop and begin implementing an annual work plan, specific to the Regional FYSPRT, using the five (5) year strategic plan and the results of the annual needs assessment. As part of the annual work plan, identify at least three priority areas of focus and include for each priority area:
- (1) Goal(s)
  - (2) Actions steps
  - (3) Those assigned
  - (4) Timeline for completion
- h. Maintain a Regional FYSPRT webpage that includes:
- (1) Point of Contact, name, email, phone number, and mailing address
  - (2) Date, location and times of upcoming meetings, including agendas and information on travel reimbursement, child care and other meeting supports
  - (3) Regional FYSPRT Meeting Notes, including date, location and time of past meetings
  - (4) A Regional Charter
  - (5) Policies and procedures (may also be addressed in the Regional FYSPRT Charter)
  - (6) Results of the needs assessment
  - (7) The Five Year Strategic Plan

- (8) The Annual Work Plan, once developed
- (9) Links to relevant regional/statewide resources and information.
- i. Participate in State-level activities, to include:
  - (1) Identifying Regional FYSPRT Tri-Leads to participate as members of the Statewide FYSPRT.
  - (2) Offering support for all Regional Tri-Leads to attend each in-person Statewide FYSPRT meeting with the requirement that at least two of the three Tri-Leads attend each Statewide FYSPRT meeting, and ensuring that no Tri-Lead attends less than one Statewide FYSPRT meeting each year.
  - (3) Supporting Regional FYSPRT members to attend FYSPRT-related training and technical assistance meetings or events, as requested by DBHR.
  - (4) Supporting Regional FYSPRT Youth Tri-Lead(s) to attend Youth Run Organizations or Programs events and activities, as determined by the regional needs or as requested by DBHR.
  - (5) Supporting Regional FYSPRT Family Tri-Lead(s) to participate as members of the Washington Behavioral Health Statewide Family Network a minimum of once per quarter and attend other Family Run Organizations or Programs events and activities, as determined by regional needs or as requested by DBHR.
  - (6) Identifying Regional Tri-Leads and Regional FYSPRT members to participate on identified subgroups of the Statewide FYSPRT.
- j. At a minimum, utilize the identified FYSPRT Evaluation Tool and FYSPRT Evaluation – Narrative Team Effectiveness Questionnaire, to evaluate the effectiveness of Regional meetings on at least a quarterly basis. Identify in progress reports how the information gathered from the evaluation tools have informed future meetings.

**4. Consideration.**

- a. Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is \$37,500 including any and all expenses, and shall be based on the following Deliverables Table. Deliverables are due by the dates in this table unless otherwise negotiated with DBHR:

<b>Deliverables Table</b>		
<b>7/1/2018 – 12/31/2018</b>		
<b>Description</b>	<b>Due Date</b>	<b>Payment</b>
Payment to be delivered upon a complete and successful delivery, and acceptance/approval by the DBHR Contract Contact or designee, of all items listed below: <ul style="list-style-type: none"> <li>• Submit a report summarizing the progress or completion of Performance Work Statement Items Section 3.a. – j., identifying any barriers and plans regarding next steps.</li> <li>• Submit the Regional FYSPRT Five Year Strategic Plan in any quarter in which updates have been made to the plan.</li> </ul>	10/10/2018  12/31/2018	\$15,000 each quarter for two (2) quarters.  Totaling \$30,000

<ul style="list-style-type: none"> <li>• Submit the Regional FYSPRT Annual Work Plan by 12/31/2018.</li> <li>• Submit sign-in sheets, with percentage of youth and family in attendance, role/organization represented (if applicable), and meeting notes from each Regional FYSPRT meeting to the DBHR Contract Contact or designee.</li> <li>• Submit an updated membership roster to the DBHR Contract Contact or designee. Membership roster shall include the name and affiliation(s) of members (family, youth, system partner), percentage of youth and family membership, and also include the name, affiliation, email address and phone number for Regional FYSPRT Tri-Leads.</li> <li>• Provide DBHR Contract Contact or designee with a link to the required Regional FYSPRT materials per Performance Work Statement item Section 3.j.</li> <li>• Regional FYSPRT Tri-Lead attendance at Statewide FYSPRT meetings.</li> </ul>		
<p>FYSPRT member travel and meeting support, including activities that support the five year strategic plan and/or annual work plan goals, in alignment with Contractor policies, shall be billed at a minimum of quarterly. Documentation of travel and meeting support shall be submitted to the DBHR Contract Contact or designee and include the date of travel, name of the participant, the purpose of the expense and the amount paid.</p>	<p>10/10/2018 12/31/2018</p>	<p>\$3,750 each quarter for two (2) quarters.  Totaling \$7,500</p>

- b. The Contractor may bill for up to 10% more than is budgeted for each deliverable without prior DBHR approval, as long as the overall expenditures do not exceed \$37,500 for this agreement.
- c. The source of funding for this contract is T.R. v Strange and Birch (originally Dreyfus and Porter) Settlement Agreement Funds, State Fiscal Year 2019.

**5. Billing and Payment.**

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to:Acctspay@hca.wa.gov, by the Contractor not more often than monthly. The invoices shall describe and document to HCA satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.



## 6. DUNS Number.

The Contractor's DUNS Number is 958386666. The Zip Code + 4 is 98273-5462.

## 7. Notices.

Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one (1) of this Contract;
- b. In the case of notice to HCA, notice shall be sent to:

Contract Services  
Legal and Administrative Services Division  
Washington State Health Care Authority  
P. O. Box 42702  
Olympia, Washington 98504-2702  
Contracts@hca.wa.gov

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10<sup>th</sup>) day following the effective date of such notice unless a later day is specified in the notice.

## 8. Disputes.

- a. Requesting dispute resolution:

The request for contract dispute resolution by either party shall:

- (1) Be submitted to HCA in writing and include the Contractor's name, address and the HCA contract number;
- (2) Be sent by certified mail or other method providing a signed receipt to the sender to prove delivery to and receipt by HCA, to the following address

Contract Services  
Legal and Administrative Services Division  
Health Care Authority  
PO Box 42702  
Olympia, Washington 98504-2702

- (3) Be received by Contract Services no later than twenty-eight (28) calendar days after this Contract expiration or termination.
- (4) Identify in writing the spokesperson for the Contractor, if other than the Contractor's signator.

- b. Content of the dispute request:

The party requesting a dispute resolution shall submit a statement that:

- (1) Identifies the issue(s) in dispute
  - (2) Identifies the relative positions of the parties
  - (3) Requests resolution through the current HCA process
- c. Action on the request:
- (1) HCA shall notify the non-requesting party that the request has been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.
  - (2) The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.
- d. Contractor and HCA agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

## **9. Pay Equity.**

- a. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- b. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- c. Bona fide job-related factor(s)” may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- d. A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- e. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

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