CONTRACT AMENDMENT
PIHP Amendment

DSHS CONTRACT NUMBER: 1112-36744

Amendment No. 06

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

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME United Behavioral Health		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 3315 South 23rd Street, Suite 310 Tacoma, WA 98405-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-604-132	DSHS INDEX NUMBER 105365
CONTRACTOR CONTACT Cheri Dolezal	CONTRACTOR TELEPHONE (253) 292-4183	CONTRACTOR FAX (253) 292-4220	CONTRACTOR E-MAIL ADDRESS cheri.dolezal@optum.com
DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1000XC-12	
DSHS CONTACT NAME AND TITLE Thomas Gray Mental Health Program Administrator	DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE (360) 725-1314	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS graytr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBERS 93.778	
AMENDMENT START DATE 07/01/2014	CONTRACT END DATE 12/31/2015		
PRIOR MAXIMUM CONTRACT AMOUNT $0.00	AMOUNT OF INCREASE OR DECREASE $0.00	TOTAL MAXIMUM CONTRACT AMOUNT $0.00	

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): Exhibits D, D-1 and G

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 Cheri Dolezal	PRINTED NAME AND TITLE Cheri Dolezal	DATE SIGNED
DSHS SIGNATURE Michael Lee	PRINTED NAME AND TITLE Michael Rice, Contracts Supv. DBHR Contracts	DATE SIGNED 9/3/14

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

1. Amend the Agreement by replacing Exhibit D, Rates **(attached)**.

2. Amend the Agreement by adding a new Exhibit G, RSN Transfer Agreement **(attached)**.

3. Amend the Agreement's Subsection 1, Definitions, by adding a new subsection 1.65, to read as follows:

   "WISe" means Wraparound with Intensive Services, a range of service components that are individualized, intensive, coordinated, comprehensive and culturally competent and provided in the home and community. The WISe Program is for youth who are experiencing mental health symptoms to a degree that is causing severe disruptions in behavior interfering with their functioning in family, school or with peers requiring:

   - The involvement of the mental health system and other child-serving systems and supports
   - Intensive care collaboration, and
   - Ongoing intervention to stabilize the youth and family in order to prevent more restrictive or institutional placement

   WISe team members demonstrate a high level of flexibility and accessibility in accommodating families by working evenings and weekends, and by responding to crises 24 hours a day, seven days a week. The service array includes intensive care coordination, home and community based services and mobile crisis outreach services based on the individual's need and the cross-system care plan developed by the Child and Family Team. Care is integrated in a way that ensures that youth are served in the most natural, least restrictive environment. The intended outcomes are individualized but usually include increased safety, stabilization and community integration to ensure that youth and families can live successfully in their homes and communities.

4. (NORTH SOUND ONLY) Amend the Agreement's Section 6.2 Rates, by deleting subsection 6.2.1 in its entirety.

5. Amend the Agreement's Section 6.3 Notice of Action, by deleting subsection 6.3.1 in its entirety.

6. Amend the Agreement's Section 7.7 Practice Guidelines by adding new subsections 7.7.4-5, to read as follows:

   7.7.4 Contractors who implement WISe as part of their service delivery adhere to the most current version of the WISe manual, which can be found at http://www.dshs.wa.gov/dbhr/childrensbehavioralhealth.shtml.

   7.7.5 Only the CANS screen can be used to determine referral for a full WISe assessment. No other screening tool replaces it.

7. Amend the Agreement's Section 8. Subcontracts by adding a new subsection 8.4.4.1, to read as follows:

   8.4.4.1 For subcontractors providing WISe services subcontractor must participate in all WISe related quality activities.

8. Amend the Agreement's Section 8.4 Required Provisions, by adding a new subsection 8.4.18, to read as follows:

8.4.18 Subcontracts must require that consumers are offered assistance with accessing enrollment into health plans if the consumer is uninsured at the time they present for services.

9. Amend the Agreement's Section 13. Benefits, by adding a new subsection 13.9, to read as follows:

13.9 Contractor will participate in local and statewide efforts to assist consumers in enrolling in healthcare coverage.

10. Amend the Agreement's Section 16.8, Confidentiality of Personal Information, by adding a new subsection 16.8.5, to read as follows:

16.8.5 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.

Authorize users and client applications to prevent access to inappropriate or confidential data or services

Protect application data from unauthorized use when at rest.

Keep any sensitive data or communications private from unauthorized individuals and programs.

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

United Behavioral Health serving Pierce County

Eligible Rates	July 2014 to June 2015
Non-Disabled Children	$7.62
Disabled Children	$62.41
Non-Disabled Adults	$18.29
Disabled Adults	$141.38
Newly Eligible	$43.15

Reserves

Operating Reserves	Risk and Inpatient Reserves
15.20%	7.30%

Revised July 14 - Exhibit D1

United Behavioral Health serving Pierce County

WISe Case Payment	$2,070.12

1. **Purpose.** The purpose of this RSN Transfer Protocol is to establish an agreed-upon process by which individuals can be transferred from one RSN to another to ensure:

   a. A seamless transition for the individual with no more than minimal interruption of services;

   b. The individual receives care that better meets his or her needs.

   c. The individual has the opportunity to be closer to family and/or other important natural supports.

   d. The individual has access to Medicaid covered services.

2. **Definitions.**

   a. "Multiple" means, for the purpose of defining risk factors, multiple three or more.

   b. "Referring RSN" means the RSN in whose region the individual resided and/or from whom they received services prior to state hospital admission.

   c. "Receiving RSN" means the RSN into whose region the Referring RSN is pursuing the transfer.

   d. "Risk factors" include the following:

      (1) Transfer is being requested due to availability of specialized non-Medicaid resource.

      (2) High inpatient utilization – 2 or more inpatient admissions in the previous 12 months, an inpatient stay in a community hospital for 90 days or more in the previous 12 months, or discharge from a state hospital in the previous 12 months.

      (3) History of felony assaults, ORCSP eligibility, or multiple assaultive incidents during inpatient care (that may not have resulted in criminal charges but resulted in injuries).

      (4) Significant placement barriers - behavioral issues resulting in multiple placement failures, level 3 sex offender, arson history, dementia (the RSN would need to be involved even though HCS might be arranging placement), and co-morbid serious medical issues.

   e. "Specialized Non-Medicaid services" includes, for purposes of this protocol, IMD admissions, residential placement, and state hospital census.

3. **RSNs acknowledge and agree that:**

   a. Medicaid enrollees are entitled to Medicaid covered services in the community where they live.

   b. Individuals who participate in mental health services have the right to freely move to the community of their choosing.

   c. There are circumstances when an RSN (referring RSN) wishes to place an individual in another RSN's region (receiving RSN) to better meet the needs of that individual, or moving to another RSN's region would allow the individual to be closer to family and/or other important natural supports.

d. Some individuals require specialized, non-Medicaid services to meet their needs.

e. Due to the scarcity of specialized, non-Medicaid services, these may not be immediately available upon the request of the transferring individual.

f. The receiving RSN assumes immediate financial risk for crisis services and Medicaid covered services at the time of transfer.

g. The referring RSN will continue the financial responsibility for "specialized non-Medicaid services" provided to the individual for the duration of time as determined by the number of risk factors identified at the time of transfer.

Number of Risk Factors	Duration
One risk factor	6 months
Two risk factors	9 months
Three or more risk factors	12 months

h. After completion of the risk factor time frame, the receiving RSN will assume all financial responsibility for the individual.

i. The referring RSN will retain the individual on their state hospital census until the individual is discharged. The referring RSN will accept on their census any individual placed in the receiving RSN who returns to the state hospital during the period of financial responsibility as defined above.

j. This protocol is intended to ensure a seamless transition for individuals with no more than minimal interruption of services.

4. **Uniform Transfer Agreement-Community Inter-RSN Transfer Protocol**

a. If a Medicaid enrollee re-locates to a region outside of their current RSN they are entitled to an intake assessment in the new region and are then provided all medically necessary mental health services required in the PIHP contract, based on the RSN's level of care guidelines and clinical assessment.

b. Each RSN will establish a procedure to obtain information and records for continuity of care for enrollees transferring between RSNs.

c. All Medicaid enrollees requesting a transfer will be offered an intake assessment and all medically necessary mental health services under the PIHP. The availability of Specialized Non-Medicaid Services cannot be the basis for determining if the enrollee is offered an intake for services in the desired community of their choice.

d. There are circumstances when moving between RSNs is necessary to better meet the needs of the individual, or moving to another RSN would allow the individual to be closer to family and/or other natural supports.

e. The receiving RSN will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.

f. When an enrollee is re-locating and may benefit from specialized non-Medicaid services beyond medically necessary services required in the PIHP, the RSNs agree to the following protocol:

(1) The placement is to be facilitated by the joint efforts of both RSNs.

(2) The referring RSN will provide all necessary clinical information along with the completed Inter-RSN transfer form.

(3) The receiving RSN will acknowledge the request within 3 working days.

(4) The receiving RSN will follow established procedures for prioritizing the referred enrollee and must offer an intake assessment to the enrollee for services Medicaid-covered services even if the specialized non-Medicaid services are not immediately available.

(5) The placement may not be completed without written approval on the inter-RSN transfer form from both RSN administrators, and their designees.

(6) The receiving RSN shall make a placement determination within 2 weeks of receiving all necessary information/documentation from the referring RSN. The enrollee and the referring RSN will receive information regarding the placement policy of the receiving RSN for the specialized non-Medicaid service.

(7) Placement will only occur when the specialized non-Medicaid service becomes available. If the specialized non-Medicaid service is not available at the time of the intended transfer, the receiving RSN will notify the referring RSN and continue to provide timely updates until such time the specialized non-Medicaid service is available. The referring RSN will keep the individual and others involved in the individual's care informed about the status of the transfer.

(8) Payment responsibility for individuals transferring between RSNs will be described in this protocol and specified on the Inter-RSN transfer form.

5. **Uniform Transfer Agreement - Eastern and Western State Hospital Inter-RSN Transfer Protocol**

a. This section describes the inter-RSN transfer process for individuals preparing for discharge from a state hospital, and who require specialized non-Medicaid resources.

b. Generally, individuals are discharged back to the RSN in whose region they resided prior to their hospitalization (designated by the state hospitals as the "RSN of responsibility").

c. For all individuals in a state hospital (regardless of risk factors) who intend to discharge to another RSN, an Inter-RSN transfer request is required and will be initiated by the RSN of responsibility (hereinafter referred to as the referring RSN).

d. The financial benefits section at the state hospital will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.

e. The placement is to be facilitated through the joint efforts of the state hospital social work staff and the RSN liaisons of both the Referring RSN and Receiving RSN.

f. A Request for Inter-RSN Transfer form and relevant treatment and discharge information is to be supplied by the Referring RSN to the Receiving RSN via the liaisons.

g. The Referring RSN will remain the primary contact for the state hospital social worker and the individual until the placement is completed.

h. The Receiving RSN will supply the state hospital social worker with options for community placement at discharge.