

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
201611026 – 5

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855020 Mental Health
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Compass Health

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201611026	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.100
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201904004
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	16-49	Contract Cost Center:	124114
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 1,867,063	
This Amendment Amount:	
\$ 572,717	
Total Amended Amount:	
\$ 2,439,780	

Summary of Scope: This contract provides funding for crisis stabilization services to adult offenders and Court Involved Youth (CIY) with behavioral health problems and clinically necessary behavioral health services to adult offenders and CIY and engagement of offenders who are releasing into the community.

Term of Contract:	1 Year	Expiration Date:	12/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	10/1/2020
	2. Health Budget Approval	KR/JG	Date:	11/09/2020/11/06/2020
	3. Attorney signoff:	RB	Date:	11/09/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/03/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

201611026 – 5

## WHATCOM COUNTY CONTRACT AMENDMENT

### PARTIES:

Whatcom County  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225

### AND CONTRACTOR:

Compass Health  
PO Box 3810  
Everett, WA 98213-8810

### AMENDMENT NUMBER: 5

### CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #3:	01/01/2020 – 10/31/2020
Amendment #1:	01/01/2018 – 12/31/2018	Amendment #4:	01/01/2020 – 12/31/2020
Amendment #2:	01/01/2019 – 12/31/2019	Amendment #5:	01/01/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

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### DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A – Scope of Work, to increase the .6 FTE Independently Licensed Mental Health Professional providing Program Supervision to a 1 FTE and include direct service responsibilities; revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to reflect the 2021 contract period; revised Exhibit B is attached.
4. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$572,717.
5. Funding for the total contract period (01/01/2017 – 12/31/2021) is not to exceed \$2,439,780.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

**FOR THE CONTRACTOR:**

Contractor Signature	Print Name and Title	Date
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STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**FOR WHATCOM COUNTY:**

Satpal Singh Sidhu, County Executive	Date
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STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.  
My Commission expires: \_\_\_\_\_

## **EXHIBIT "A" – Amendment #5 (SCOPE OF WORK)**

### **I. Background**

Whatcom County operates three jail facilities: the main jail, the minimum security "Work Center", and the Juvenile Detention facility. All facilities house male and female inmates in either a pre-trial or post-conviction status. All inmate populations include offenders with both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious and persistent mental illness (SPMI) and up to 66% of juveniles in detention are severely emotionally disturbed (SED). In a recent Department of Social and Health Services report, 58% of inmates booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in both juvenile detention and in the jail has increased four to five times higher than the typical rates in the last few years.

In 2019, the number of jail bookings was 6,517 with an average daily population of 304 between both adult facilities. In that same year, there were 318 admissions to juvenile detention. Jail behavioral health direct services were provided to over 1,632 offenders, while 152 Court Involved Youth (CIY) received similar services.

Behavioral health services in jail and juvenile detention are critical "best practice" components of a criminal justice diversion program in the nationally recognized Sequential Intercept Model (SIM). The County utilizes the Sequential Intercept Model in planning behavioral health services for the community.

The overarching goals of the Jail/Juvenile Behavioral Health Team (JJBHT) are:

1. To provide crisis stabilization services to inmates and CIY whose behavioral health disorder poses a potential safety hazard to themselves or others.
2. To provide clinically necessary services to adult inmates with symptoms of SPMI or Court Involved Youth (CIY) with SED.
3. To engage eligible offenders and CIY who are releasing into community behavioral health services in order to promote stability and recovery.

The services established through this contract shall ensure that offenders with SPMI and SED have access to basic care. Specific sources providing guidance for standards of care for inmates in the jail and upon release include:

1. A United States Supreme Court decision ensures inmates' rights to basic medical care (*Estelle vs. Gamble*, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services for jails.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of adults with SPMI from correctional facilities to community care.

### **II. Definitions**

**Behavioral Health Assessment**— A process of acquiring information about an individual's mental health status which provides sufficient information to determine medical necessity for behavioral health services covered under this Contract and for ongoing services in the community.

**Behavioral Health Agency (BHA)**— An agency which is certified by the Division of Behavioral Health and Recovery, to provide behavioral health services to individuals on Medicaid or who have low incomes. Behavioral health services include prevention, intervention, treatment, and recovery from mental health disorders and substance abuse disorders.

**Case Management**— Assistance to a recipient and their family (or significant other) to obtain, maintain, or develop appropriate resources.

Clinically Necessary Services--- Services recommended by a qualified behavioral health professional, in response to an individual assessment or screening, which will likely prevent decline in mental health status.

Co-occurring Disorders (COD)—For adults in jail, the individual shall have both an SPMI and a substance use disorder. For Court Involved Youth (CIY), the individual shall have an SED and a substance use disorder.

Coordinated Team—A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about symptom acuity, needs, treatment, and individual progress.

Community Coordination—Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Computer Information System (CIS)—A database, application programs and manual and machine procedures used by North Sound BHASO (defined below). It also encompasses the computer systems that do the processing.

Court Involved Youth—Juveniles under supervision with the Juvenile Court Administration.

Diagnosics and Statistical Manual of Mental Disorders-5 (DSM-5)—The current manual used as the standard for the classification of and diagnosis of mental disorders.

Dually trained and credentialed—Doctorate or Masters Level Washington State licensed Mental Health, Marriage and Family, or Social Work professionals who also have a Chemical Dependency Professional (CDP) certificate from Washington State.

Engagement—Engagement is defined as clinical services which are intended to initiate a professional relationship with an individual. Engagement consists of identifying the client's expressed needs and stage of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

Family—

1. For adults, those that the individual defines as family or those appointed/assigned (i.e., guardians, siblings, caregivers and significant others) to the individual.
2. For children, a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by DSHS or a tribe.

Individual Voice—This means using indicators of ownership in and involvement with planning his/her own supports and services. In individualized plans, voice is best indicated by the use of "quotations".

Juvenile Detention (JD)—Pursuant to RCW 13.16.030, these are staffed facilities for dependent, wayward and delinquent children, separate and apart from the detention facilities for adults.

Juvenile Court Administration (JCA)—A branch of County government responsible for juvenile detention and probation services.

Memorandum of Agreement (MOA)—This is a formal agreement which outlines the relationship and the responsibilities between two partners and which should be signed by an official from each agency. Where contradictions occur between this contract and the Agreement, this contract shall supersede.

North Sound BHASO or (BHASO)—North Sound Behavioral Health Administrative Services Organization is the regional entity which is responsible for the administration of state-funded mental health and substance use disorder treatment services in Whatcom, San Juan, Skagit, Island and Snohomish counties. North Sound BHASO is a partial funder of this contract for the jail transition (re-entry) services.

Severely Emotionally Disturbed (SED)—A diagnosis made for children who have mental disorders which results in behavioral or conduct issues which clearly interfere with the child's functioning in family, school, or with peers. Further definition is provided in RCW 71.34.

Serious & Persistent Mental Illness (SPMI)—A diagnosable mental disorder that meets criteria in the DSM-5 and which seriously disrupts a person's thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

Substance Use Disorders (SUD)— A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders depending on the type of drug used) which is measured along a continuum from mild to severe depending on symptoms.

Recovery—A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)

Warm-handoff— Refers to a practice of making introductions between a client and the new provider when clinically necessary, rather than making a simple referral. For example, if a client has social phobia or other difficulties with showing up for services, a warm-handoff would be appropriate.

### **III. Statement of Work**

#### **A. Service Eligibility:**

Adults who are eligible for this program must be incarcerated in or releasing from the Whatcom County Jail or the Work Center. Juveniles who are eligible for this program must be considered Court Involved Youth (CIY) with the Whatcom County Juvenile Court Administration (JCA).

In addition, offenders and CIY must meet one of the following criteria, and shall be considered for services in this priority:

1. Individuals requiring immediate stabilization for symptoms of SPMI/SED, or other behavioral health disorders
2. Trueblood class action members with current symptoms of SPMI or other behavioral health disorders
3. Adults with a history of or current symptoms that may indicate an SPMI. Juveniles with a history of or current symptoms of SED are considered eligible.
4. Have a history of and current symptoms of a co-occurring mental health and SUD disorders.

#### **B. Program Services:**

The Contractor shall ensure a coordinated team of skilled professionals to provide the JJBHT services on site at the Whatcom County Jail, the Work Center and JCA. The JJBHT consists of staff members who are qualified to provide in-jail or juvenile crisis services, mental health treatment, and jail or juvenile re-entry services to inmates with SPMI/SED and co-occurring disorders. Services shall consist of the following and more detail will be provided below:

1. Suicide risk assessment and crisis stabilization.
2. Engagement services and behavioral health assessment.
3. Mental health treatment and SUD screening.
4. Community re-entry and re-engagement (warm-hand offs).
5. Case management for up to 90 days upon release or until successful re-engagement, whichever is sooner.
6. Facilitation of Transportation or other services, as needed.

#### **1. In Jail Services & Juvenile Detention.**

##### **Triage**

After jail and JRA staff have screened inmates and CIY, the Contractor shall provide the following triage services. The Contractor shall:

- a. Solicit regular updates from jail/juvenile corrections staff regarding the status of new and existing inmates and CIY with SPMI/SED. Accept referrals for services from various corrections, professional, and family sources.
- b. Assist corrections staff to identify and monitor high-risk inmates and CIY to coordinate care with appropriate inpatient mental health facilities.

- c. Screen inmates and CIY for high risk behaviors, safety needs, and vulnerability.
- d. Triage inmates, including Trueblood class action members, and CIY with symptoms of SPMI/SED and prioritize their needs for medication evaluation, follow up, and treatment services according to safety and risk.
- e. For adult services - review all written non-urgent correspondence from inmates in the jail and corrections staff (“kites”) and ensure response/disposition within 24 hours.

### **Assessment and Treatment**

The Contactor shall provide the following mental health services, as needed.

- a. Direct crisis management and suicide risk assessment using a standardized risk assessment form. Use a validated suicide risk assessment tool to rate suicidal risk and determine a safety plan for inmates.
- b. Behavioral health assessment, mental health treatment planning, treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
- c. Screen for SUDs and when indicated, coordinate SUD assessments.
- d. Arrangement of civil commitment evaluation by a Designated Crisis Responder when indicated.
- e. Coordination of therapeutic/behavioral response plan with medical/corrections staff as appropriate.
- f. Coordinate care with the individual’s current health care providers.
- g. Ensure appropriate documentation for each area of service, including behavioral health assessments, individual treatment plans, and case notes..
- h. Attempt to engage individuals into the next level of care, including services provided by re-entry staff.

### **Medical Records Keeping**

The Contractor shall maintain documentation of behavioral health services provided to each person treated at the jail and the Work Center in the inmate’s Central Medical Record to include:

- a. Assessments including suicide risk assessments.
- b. Individual care plans.
- c. Individualized case notes in a standardized format as approved by the County.
- d. Screening tools.
- e. Releases of information as needed.

Records for CIY are kept by the Contractor separately from Juvenile Detention medical and probation records. The same records content shall apply to the JCA records as those used for jail services.

The Contractor will work in collaboration with the County in the development of documentation and paperwork, new and revised, but the County will have final approval.

## **2. Re-entry Services**

Reentry services are required by a Washington State legislative mandate, RCW 71.24.455 for individuals releasing from the jail. Re-entry services shall also be provided to CIY who are exiting detention and who are on Probation. The goal of the services is to provide transition services for people with SPMI/SED when released from the county jail or from JCA. These services are intended to facilitate rapid access and engagement to behavioral health services upon individuals' release from confinement or CIY exiting to Probation.

### **Transition Services**

The Contractor shall provide rapid jail transition, engagement, and recovery care coordination services for inmates and CIY upon their release from jail/detention.

- a. Screen incarcerated/releasing adults and CIY with SPMI/SED for entry onto caseload.
- b. Screen incarcerated/releasing adults and CIY with co-occurring disorders (COD) for early recovery and community re-entry needs.
- c. Co-develop a needs assessment with individuals who are eligible for re-entry services.
- d. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
- e. Provide or ensure case management services for those offenders with SPMI/SED.
- f. Coordinate with the local Healthcare Authority "In-Person Assister" to ensure expedited enrollment for new or re-instated Medicaid benefits.
- g. Counsel incarcerated/releasing adults and CIY, including brief therapy and engagement and motivational strategies which support initiation of wellness management and ongoing recovery.
- h. Coordinate assessment and engagement of the individual with COD to community SUD treatment services or inpatient treatment as needed.
- i. Meet with individuals to provide "warm-hand offs" to BHAs and other community services, when necessary.
- j. Continue to meet the re-entry needs of the individual after release from jail/JCA until s/he has attended her/his first outpatient appointment or until the individual has declined further services, whichever occurs first.
- k. Terminate services with the individual approximately 90 days after release or as agreed with the individual, unless continued services are clinically necessary beyond 90 days.

### **Re-Entry Clinical File**

The contractor shall maintain a separate clinical file for each client receiving re-entry services. The clinical file must clearly denote when re-entry services began and when they ended. The clinical charts of individuals receiving these services will remain open and active for up to 90-days post-release from jail or JCA. Clinical charts shall include, at a minimum:

- a. Needs assessment.
- b. Global Assessment of Individual Needs-Short Screener (GAIN-SS) tool.
- c. Individualized service plan (ISP).
- d. Individualized case notes in an approved standardized format. (Currently Data, Assessment, Plan format)
- e. Releases of information with external persons or agencies.
- f. Brief discharge plan upon termination of services.

### **Needs Assessment**

Re-entry services shall include a behavioral health needs assessment for individuals identified as needing transition services. The needs assessment shall be written in language and terminology that can be readily understood by individuals. It must be developed with attention to individual voice.

The needs assessment will inform the development of an Individualized Service Plan (ISP). The needs assessment shall contain the following elements:

- a. Individual's identification of problem, in his/her words.
- b. Demographics such as age, culture, gender, disability issues, or other unique characteristics.
- c. Identification of risk issues, to self or others.
- d. Current mental health status assessment.
- e. Identification of current or past behavioral health services received by the individual and agencies involved in care.



- f. Current medications.
- g. Determination of current mental health, medical, and/or substance use disorder needs.
- h. Diagnosis or rule out diagnosis according to DSM-5.
- i. Identification of individual's strengths and resources.
- j. Familial and social issues/living arrangement which may impact care, especially for juveniles.
- k. Education/schooling, vocational history, especially for juveniles.

### **Individualized Service Plan (ISP)**

Individualized and tailored care is a planning process that may be used to develop an individually-driven, strength-based, service plan. Re-entry services must include an ISP in accordance with WAC 246-341-0620 which meets the individual's unique needs. The ISP must be developed with attention to individual voice. In addition to state law, the ISP must:

- a. Be developed collaboratively with the individual's voice, and with other people identified by the individual, and should begin at least thirty (30) days prior to discharge from the jail, whenever possible.
- b. Summarize all behavioral health services sought and provided while in jail.
- c. Identify the individual's transition goals and clinically necessary services for over 90 days or until sufficient engagement, including warm-hand offs, have taken place between the individual and the next provider of services.
  - i. The duration of jail transition engagement services shall be up to 90 days, or a mutually agreed-upon end date.
  - ii. If the program participant is re-incarcerated, the 90-day post-release period shall be temporarily suspended and another 90 days shall be re-instated upon subsequent release.
- d. Identify resources and professional assistance needed in obtaining supportive services, such as SUD treatment or housing.
- e. Assure submission of an expedited enrollment/reenrollment application for public benefits, prior to release with the goal of immediate access to benefits upon the release from incarceration, if needed.
- f. Demonstrate that the provider has worked with the individual, and others at the individual's request, to determine his/her needs in the following life domains:
  - i. Housing.
  - ii. Food.
  - iii. Income.
  - iv. Health and dental care.
  - v. Transportation.
  - vi. Work, school, vocational or other daily activities.
  - vii. Familial/parental, social life and peers, especially for juveniles.

### **Jail/Juvenile Behavioral Health Team**

The County requires professionals with a Master's level or higher education, who are Mental Health Professionals as defined by WAC and RCW. Professionals shall also be independently licensed by the State of Washington or hold a nationally-recognized mental health certificate/license. The Contractor may request a waiver from the County of the requirement for independent licensure for a particular professional; however the County may require additional conditions be met. If the Supervisor is an independently licensed professional in a behavioral health profession the independent licensure can be waived for all of the other clinical positions.

The County prefers dually trained and credentialed/licensed staff (substance use disorders and mental health) for all professional services. Personnel must have skills sufficient to ensure robust engagement with inmates and conduct SUD screening for people with SUDs, especially for juvenile detention/probation services.

The Contractor shall provide the following staffing to deliver and support the services required in this contract:

- a. 2 FTEs Independently Licensed Mental Health Professionals to provide services seven days per week at the jail.
- b. 1 FTE Independently Licensed Mental Health Professional to work CIY in either Juvenile Detention or through Juvenile Probation.
- c. 1 FTE Independently Licensed Mental Health Professional for re-entry services with up to .5 FTE can be used to fill in for in-jail behavioral health coverage.
- d. 1 FTE Independently Licensed Mental Health Professional providing Program Supervision and direct services as needed
- e. .75 FTE Clerical Support.
- f. On-call or back up clinical staff to provide up to 364 hours of coverage for sick leave/vacation when lack of coverage would leave the Jail behavioral health services unstaffed for the day. Coverage hours will be utilized only when necessary and will not apply to the Juvenile Detention/Probation program except as can be provided by staff working at the Jail.

The same independent licensing and educational requirements shall apply to on-call staff as for other clinical staff and the requirement can be waived if the Supervisor is independently licensed.

The Contractor shall work with the County Contract Administrator to ensure coverage and transition plans are in place prior to staff reorganization. The Contractor will ensure that corrections staff, the Chief of Corrections, and the Contract Administrator are apprised of coverage issues for holidays, vacations and long term leaves of absence.

For Adults in the County jail: When regular staff is absent and coverage for jail services is needed, referrals shall be triaged for emergent issues only, staff shall contact the jail shift sergeant each day to discuss inmate needs and acuity and to provide in-person response, when necessary..

The Contractor shall conduct Criminal Background checks on new staff and on all current employees. The Contractor shall ensure and document that each new employee receives safety orientation training from corrections to be turned in to the Contract Administrator within 10 days of the start date of employment.

#### **IV. Reporting Requirements**

The Contractor shall ensure the following reports are completed and submitted:

1. *Criminal Justice Treatment Account Programmatic Treatment Report*- to be submitted on a quarterly basis with the following scheduled due dates: April 15, July 15, October 15, January 15. Report information, including acquiring Secure File Transfer credentials can be found in Exhibit F – Washington State Health Care Authority Data Use, Security, and Confidentiality Requirements.
2. A monthly Trueblood Report submitted by the 15<sup>th</sup> of the month following the month in which the services were provided.  
[https://nsbhaso.org/for-providers/forms/Trueblood\\_Monthly\\_Reporting\\_Form.pdf](https://nsbhaso.org/for-providers/forms/Trueblood_Monthly_Reporting_Form.pdf)
3. A monthly report of data and outcomes in a format provided by the County to be submitted by the 15<sup>th</sup> of the month following the month in which services were provided. The County will provide the data report format by December 28<sup>th</sup> of each year. Any requests for additional data must be approved by the Contract Administrator. The report shall be sent to the County Administrator to include the following data and outcomes:

#### **For Jail BH Services**

1. Number of non-emergent referrals.
2. Number of responses to non-emergent referrals within 24 hours.
3. Percentage of total referrals where a 24 hours response was provided. (NCCHC)
4. Number of people evaluated for ITA.

5. Number of people sent for involuntary treatment.
6. Number of suicidal inmates with a high risk rating.
7. Number of inmates where risk acuity was reduced.
8. Percentage of inmates with a high suicide risk where the risk acuity was reduced.
9. Total number of inmates receiving services from this program.
10. Number of individuals served with Serious and Persistent Mental Illness (SPMI).
11. Number of people served by RES.
12. Number of people who received assistance with accessing health care benefits through RES.

For Juvenile BH Services

1. Total number of inmates served by Juvenile Behavioral Health Services.

In addition, services provided under this contract for jail re-entry services must be reported in accordance with North Sound BHASO's data dictionary. Every record established for each individual receiving service, must contain identical elements to those submitted in North Sound BHASO's Central Information System (CIS). Each encounter must have a description in the North Sound BHASO's data dictionary.

**V. Other Administrative Contract Requirements**

1. Contractor shall develop and submit the following documents to the County Administrator. Forms shall be resubmitted to the Contract Administrator for approval, whenever redesigned or updated.
  - A. All screening, assessment and treatment forms or mock files the Contractor is planning to use in Jail, JCA and Re-entry services within 60 days of the start date of services.
  - B. The Contract Administrator shall set up and facilitate meetings with Jail and with JCA for discussion of Memoranda of Agreement (MOA) The Contractor shall develop and submit each MOA within 60 days of the start date of this contract. Each MOA shall be renewed on an annual basis, unless waived by the Contract Administrator. Specifics of each MOA are identified below:
    - i. An MOA with the Whatcom County Jail which identifies:
      - a. Triage and referral process between corrections, medical and the JJBHT staff and triage procedures.
      - b. Procedures for facilitating involuntary treatment referrals, operation of clinics, segregation rounds, staffing, classes, collaborating with the jail on medication prescriptions for release, etc.
      - c. Responsibilities and procedures for suicide risk assessment
      - d. Re-entry procedures for working with individuals who are releasing to other communities or tribes.
      - e. Procedures for contacting and working with BHAs on currently enrolled individuals being readmitted to services.
      - f. Procedures for ensuring individual prescriptions for inmates with SPMI as necessary to ensure stability until first appointment.
      - g. Additional data requested by the Jail upon approval from the Health Department.
    - ii. An MOA with JCA which identifies:
      - a. Referral procedures between medical, Detention, and the JJBHT.
      - b. A referral procedure for CIY with SED from probation to JJBHT.
      - c. A Timeline for appropriate and necessary response to referrals, i.e. 24 hours
      - d. The mutual arrangement for onsite and offsite hours provided by the Contractor.
      - e. Procedures for other specific tasks to include:

1. Classes and groups to be conducted
  2. Outreach visits with probation officers
  3. Responsibilities for individuals needing Involuntary Treatment Act services
  4. Responsibilities and procedures for Suicide Risk Assessment
- C. In cooperation with the County, the Contractor shall develop a manual for staff consisting of policies and procedures, checklists, and workflows to formalize roles and responsibilities for activities such as psychiatric clinic, rounding, non-urgent and urgent responses, re-entry work, etc. The manual will provide a method of ensuring that clinicians fully understand their roles, it will help with orienting new staff, and it will ensure efficient operations. This formalization process shall be completed by October 31, 2020.

## 2. Flexible (Flex) Funding

The Contractor shall ensure the appropriate use of flex funding for both CIY and adults releasing into the community. Flex funding is intended to assist the individual with barriers to achieving goals towards their recovery. The Contractor shall document flex funding on the County authorized "Flex Fund Documentation" sheet, ensuring and initialing that all expenditures were administratively reviewed by an authorized representative.

## 3. Grievance, Appeal and Fair Hearing Processes

Contractor must implement grievance, appeal and fair hearing processes that are in conformance with North Sound BHASO policies and procedures.

Contractor and its subcontractors shall abide by North Sound BHASO, grievance, appeal and fair hearing determinations.

In addition the Contractor shall:

- A. Implement a Grievance process that complies with North Sound BHASO policies and procedures;
  - B. Coordinate with North Sound BHASO grievance process and Ombuds Services;
  - C. Provide assistance to clients filing a grievance;
  - D. Provide access to interpreter services and toll free numbers with adequate TTY/TTD and interpreter capability; and
  - E. Incorporate concerns from grievances into Contractor services without identifying individual clients.
  - F. Meet with the County on a twice monthly basis unless canceled by the Contract Administrator.
4. Contractor must comply with all applicable North Sound Behavioral Health Administrative Services Organization Terms and Conditions of the contract identified in the link below per Section 2.2.27, including but not limited to, the Supplemental Service Provider Guide (also linked below), and terms relating to licensure, insurance, and billing of individuals for service:

[https://nsbhaso.org/for-providers/contracts/NORTH\\_SOUND\\_ASOWHATCOM\\_COUNTY-ICN-19\\_.pdf](https://nsbhaso.org/for-providers/contracts/NORTH_SOUND_ASOWHATCOM_COUNTY-ICN-19_.pdf) and [https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide\\_11142019.pdf](https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide_11142019.pdf). Any updates to these documents will be communicated by the County via email with a link to the current document.

Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents, and/or agents in connection with or in support of this Contract. Subcontractor expressly

agrees and understands that North Sound BH-ASO is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

**EXHIBIT “B” – Amendment #5  
(COMPENSATION)**

- I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed \$572,717 is North Sound Behavioral Health Organization Jail Services and Trueblood Funds, Washington State Health Care Authority Criminal Justice Treatment Account, and the Behavioral Health Program Fund.
- II. **Budget, Rates, and/or Allowable Costs:** The budget for this cost reimbursement contract is as follows:

<b>2021 Budget</b>		
<b>Cost Description</b>	<b>Documents Required Each Invoice</b>	<b>Budget</b>
Personnel	Expanded GL report for the period	\$492,609
Communications	GL detail	\$600
Supplies	GL detail	\$1,200
Mileage/Travel/Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, number of miles traveled, and a brief description of purpose. Mileage will be reimbursed at the current IRS rate available at <a href="http://www.gsa.gov/portal/category/104715">www.gsa.gov/portal/category/104715</a> . Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location. Receipts for meals are not required.	\$3,900
Flex Funds (BH)	Flex Fund Spreadsheet and copies of invoices or receipts per Whatcom County Flex Funds Guidelines	\$3,000
Professional Liability Insurance	GL detail	\$5,520
	<b>SUBTOTAL:</b>	<b>\$506,829</b>
Indirect Costs – 13%		\$65,888
	<b>TOTAL</b>	<b>\$572,717</b>

The contractor may transfer funds among budget line items in an amount up to 10% of the line item; however, administration/indirect costs cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. No more than 70% of the authorized service level may be expended during the first six-month period.

**III. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. The Contractor shall submit invoices to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us). Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.