STATE OF IDAHO
Contract Amendment

CONTRACT NO.: BC016900
CONTRACTOR'S FEDERAL I.D.NO.: 82600028634
CFDA NUMBER AND TITLE: 0.000
DUNS NUMBER: 028432136

CONTRACT AMENDMENT NO.: 2

This Contract Amendment is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the DEPARTMENT, and Bonneville County, hereinafter referred to as the CONTRACTOR. The effective date of the original contract was 09/19/2014. The expiration date of the contract as amended is 09/14/2018.

ADDITIONAL SERVICES/PROVISIONS/DELIVERABLES:

Extending contract for two (2) years, adding funds and amending the Scope of Work to coincide with the sustainability plan.

The following amended Attachments are hereby incorporated and made a part of this Agreement:

Scope of Work
Cost/Billing Procedure

AMENDMENT AMOUNT $1,395,083.32

SUB OBJECT 519900-OTHER PROFESSIONAL SERVICES
PROGRAM COST ACCOUNT (PCA) 100% 72167 - BH CRISIS CENTER IDAHO FALLS

CONTRACT MONITOR: Randy Rodriguez
CONTRACT MANAGER: Ross Edmunds
THIS AGREEMENT is an amendment of the original contract between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 56, Chapter 10, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:
Bonneville County
Name of Organization

Roger S Christensen
Name of Signature Authority (printed)

Chairman
Title

Signature

8-23-16
Date

Mailing Address:


Telephone No.
Contract Number: BC016900

STATE OF IDAHO:
Department of Health and Welfare
Name of Organization

Jill Ballard, Division of Operational Services
Name of Signature Authority (printed)

Bureau Chief, Division of Operational Services
Title

Signature

8/28/16
Date

Mailing Address:
P.O. Box 83720
Boise, ID 83720-0036

Telephone No.
Scope of Work

I. General Requirement
A. Department Responsibilities -- The Idaho Department of Health and Welfare (Department) will:
   1. Oversee the crisis center to ensure compliance with IDAPA 16.07.30, Behavioral Health Community Crisis Centers and Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers; application of the model, associated rules and patient safety. The Department will perform annual audits of crisis centers as necessary to fulfill its oversight responsibility.

   2. Assist the Contractor with accessing Department services such as behavioral health, Medicaid, food stamps, child support, Navigation services, etc.

   3. Provide the Contractor with HIPAA compliant electronic health record (EHR) access through the Web Infrastructure for Treatment Services (WITS) to capture data, report client data, and provide training, documentation, and help desk support WITS. See Attachment A, Web Infrastructures for Treatment Services, for information pertaining to WITS.

B. Contractor's responsibilities -- The Contractor shall:
   1. Comply with all provisions of state and federal laws, rules, regulations, policies, standards and guidelines as indicated, amended or modified that govern performance of the services. This includes, but is not limited to:
      a. IDAPA 16.07.30, Behavioral Health Community Crisis Centers;

      b. Idaho Code Title 39 Chapter 91, Behavioral Health Community Crisis Centers;

      c. The Department's HIPAA Business Associate Agreement; and

      d. Ensuring procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department Records.

   2. Ensure the Behavioral Health Community Crisis Center (BHCCC) is fully operational within sixty (60) calendar days after the execution date of the contract.

   3. Ensure that all service provision is delivered by persons who meet licensure and/or certification qualifications, as appropriate within their field of study, and provide evidence of licensure, certification, and any other applicable qualifications.

   4. Utilize the Department provided EHR (WITS) to capture all client related treatment history.

   5. Establish and maintain a Board of Directors/Advisory Board to guide the organization, implementation and operation of the BHCCC.

   6. Incorporate peer recovery support services as part of the overall crisis service delivery system.

   7. Ensure services to be provided are non-discriminatory. The Contractor shall not refuse services to any person because of race, color, religion or because of inability to pay.

   8. Report to the Department's contract manager any facts regarding irregular activities or
practices that may conflict with federal or state rules and regulations discovered during the performance of activities under the contract.

9. Ensure all subcontractors and their employees meet all contract requirements. If the Contractor utilizes any entity other than their own entity to provide any of the services required, the relationship is considered that of a contractor-subcontractor for purposes of this contract. The Contractor shall for each subcontractor:
   a. Complete and submit the Department’s Acceptance of Subcontract form, provided upon request, prior to the subcontractor performing any contracted service.

10. Develop and maintain Policies and Procedures that address items identified in the Scope of Work.

II. Implementation and Readiness Review
   A. The Contractor shall have a fully operational BHCCC and implement services as outlined in this contract within sixty (60) calendar days from the execution date of the contract.

   B. The Contractor shall pass a readiness review prior to the implementation of services. The following tasks and completion dates will be included as part of the Readiness Review and shall be due by the following timeframes:
      1. Facility acquisition/renovations within forty five (45) calendar days;
      2. Equipment and Supplies (purchase items) within forty five (45) calendar days;
      3. Ancillary services (purchase or negotiate donations) within forty five (45) calendar days;
      4. Work Force (hire and train personnel) within sixty (60) calendar days;
      5. Board development (establish and/or recruit) within forty five (45) calendar days;
      6. Policies and procedures (facility, operations, staff requirements, quality assurance, clinical supervision, etc.) within forty five (45) calendar days
      7. Staff trained to use WITS no later than fifteen (15) calendar days prior to the anticipated service implementation date.

III. Operation Services
   A. The Contractor shall provide, operate and manage a voluntary outpatient facility (a BHCCC) as follows:
      1. Hours:
         a. Operate twenty four (24) hours a day, seven (7) days a week and three hundred sixty five (365) days a year.
         b. Not provide services to a client for more than twenty three (23) hours and fifty nine (59) minutes in a single episode of care.
      2. Security: Provide security twenty four (24) hours per day through a contracted security company or law enforcement officers.
      3. Facility Description
         a. Be a voluntary outpatient facility.
         b. Maintained in a manner consistent with Mental Diversion Unit rule, IDAPA 16.07.50.
c. ADA Compliant.

d. At a minimum, provide bed space for ten (10) male/female beds within the first six (6) months of operation, adding five (5) beds in the next quarter and five (5) beds in the following quarter for a total of twenty (20) beds within the first year of operation.

e. Maintain lobby space with chairs and tables.

f. (Amd 2) Provide confidential office space for medical, case management and behavioral health interventions.

g. Have available:
   i. Plastic eating utensils and cups;
   ii. Coffee, water and other beverages, as available;
   iii. Non-perishable, self-prepared snack items such as cup of soup, granola bars, cheese and crackers, peanut butter sandwiches, pudding cups or other similar items; and
   iv. Limited daily transportation to community partner places of business such as the Department of Labor, Social Security and Public Health Department;

h. Have available, on an "as needed" basis:
   i. Sweat pants, scrubs, tee shirts, sweatshirts, etc.;
   ii. Personal care products;
   iii. Bus and cab vouchers; and
   iv. A means of securing personal possessions including: Medication, valuables, clothing, etc.

IV. Assessment and Evaluation Services

A. The Contractor shall provide services to adults in a behavioral health crisis for no more than twenty three (23) hours and fifty nine (59) minutes per single episode of care.

B. The Contractor shall document in the WITS system the reason for denying services to those applying for services.

C. Intake Eligibility Assessment

1. The Contractor shall provide an Intake Eligibility Assessment by licensed staff. The intake eligibility assessment must be completed within thirty (30) minutes of application for services. The intake eligibility assessment shall determine if a person is in a behavioral health crisis and whether or not they require inpatient or emergency room services. The intake eligibility assessment must be documented in WITS.

2. (Amd 2) Medical Assessment

a. (Amd 2) The Contractor shall provide a medical assessment by a licensed medical staff. The medical assessment shall further evaluate the client for immediate medical needs. The medical assessment shall also determine current medical needs and provide a health history. The medical assessment must be documented in WITS.
3. Risk Assessment
   a. The Contractor shall provide a risk assessment by a licensed professional and document in WITS.

4. Behavioral Health Assessment
   a. The Contractor shall complete a behavioral health assessment on each client and document in WITS. The behavioral health assessment shall be used to develop the plan of care, intervention services and referral services. The behavioral health assessment shall include:
      i. Presenting problem,
      ii. Treatment history,
      iii. Substance abuse history, and
      iv. Recommendations.
   b. An updated behavioral health assessment may be used on clients who were assessed within the last three (3) months (e.g. presenting problem, treatment history).

V. Plan of Care
   A. (Amd 2) The Contractor shall complete a plan of care based on findings from the medical and behavioral health assessments for all clients admitted to the BHCCC. The plan of care shall be individualized, person-centered, strengths-based, collaborative, family and community focused, culturally competent, utilize natural supports, and be outcomes based. The plan shall be documented in WITS.

   B. The Contractor shall utilize ongoing observation, assessment and evaluation to make changes to services while at the BHCCC. This information, along with the client's benefits and resources, shall be used to make referrals to ongoing services.

VI. Intervention Services
   A. The Contractor shall provide stage-wise treatment and intervention services based on the Dr. Kenneth Minkoff, M.D. model to address co-occurring psychiatric and substance use disorders.
      1. Acute Stabilization -- safe sobering up and stabilization of acute psychiatric symptoms.
      2. Motivational Enhancement -- individualized motivational strategies to help individuals who have made no commitment to change.
      3. Active Treatment -- for individuals who need to learn and practice skills to manage their substance and mental health symptoms.
      4. Relapse Prevention -- specific skills training on participation in self-help recovery programs, as well as specialized self-help programs like Dual Recovery Anonymous.
      5. Rehabilitation and Recovery -- developing new skills and capabilities based on strengths, and on developing improved self-esteem, pride, dignity, and sense of purpose in the context of the continued presence of mental health and substance use disorders.

   B. The Contractor shall provide services in the least restrictive manner and shall not utilize seclusion or restraints as part of its intervention services.
C. If an individual requires a more restrictive setting, the Contractor shall notify law enforcement to provide transportation to an involuntary inpatient setting.

D. The Contractor shall document, in WITS interventions rendered and client response.

VII. Referral Services
A. The Contractor shall make referrals based on identified functional areas of impairment (medical, vocational, financial, housing, family, social activities of daily living, transportation, legal, and substance use). This information shall be documented in WITS.

VIII. After Care Plan
A. The Contractor shall provide a written aftercare plan for each client prior to leaving the BHCCC. The aftercare plan shall include, at a minimum, connection to a peer or Recovery Support Specialist. This plan shall be documented in WITS.

IX. Staffing
A. (Amd 2) The Contractor shall ensure staff assessing for mental health and substance use disorders and conducting medical assessments have the training, skills and current professional licensure to accurately assess clients.

B. The Contractor shall have a clinical supervisor to provide direction and guidance of all clinicians doing integrated mental health and substance use disorders assessments.

X. Cultural Competence
A. The Contractor shall develop and implement a Cultural Competency Plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services with specific focus on Native Americans and Hispanics’ needs. The Contractor shall submit to the Department the Cultural Competency Plan within forty five (45) calendar days after the execution date of the contract.

XI. Bilingual/Multicultural
A. The Contractor shall ensure bilingual/multi-cultural staff are available at the BHCCC. Bilingual/multi-cultural staff shall, at a minimum, speak English and Spanish and any other language spoken by at least five percent (5%) of the population within the service area.

XII. Outcome Measures and Data
A. The Contractor shall use, at a minimum, the following benchmarks to measure the effectiveness and efficiencies of the BHCCC:
   1. Law enforcement hours spent dealing with persons with behavioral health issues gathered in partnership with the counties and cities of the Southeastern Hub.
   2. The number of emergency medical response man hours related to behavioral health gathered in collaboration with the emergency rooms in Southeastern Hub.
   3. The number of emergency department visits for behavioral health issues that did not result in hospital admittance.
4. The number of individuals assessed at the BHCCC needing a higher level of care.

5. Reduction in jail utilization visits by consumers of behavioral health services.

B. The Contractor shall utilize, at a minimum, the following methodologies for:

1. **Cost Savings**: The cost for time and resources expended for each benchmark shall be calculated and compared to the time period before the BHCCC was in place.

2. **Ensuring the appropriate level of care**: An integrated Mental Health/Substance Use Disorder (MH/SUD) assessment shall be completed on each client at the BHCCC. The assessment shall be performed by qualified professionals. The assessment shall include, but not be limited to, a medical evaluation, risk assessment, mental health evaluation, and substance abuse evaluation. Level of care shall be determined by qualified professionals based on the above assessments. In addition to using qualified professionals to assess those accepted at the BHCCC, information shall be tracked to ensure the effectiveness of the procedures. That information includes the number of BHCCC clients referred to an inpatient higher level of care to include mental health, substance use, or medical.

3. **Identifying more appropriate resources**: This shall occur through assessment and through collaboration with law enforcement, the hospitals, and behavioral health professionals.

C. The Contractor shall compile and analyze data on a quarterly basis. A report of findings shall be written and sent to the oversight group (Board of Directors/Advisory Board) and the Department.

D. The Contractor shall ensure data is accurately recorded in WITS.

XIII. **Quality Assurance**

A. The Contractor shall maintain a quality improvement plan that documents the process to be used in ensuring the quality of services provided.

B. The Contractor shall meet regularly, or as needed with Department staff to discuss individual case, treatment recommendations and service responsibilities.

C. The Contractor shall, upon discharge, provide each client with a satisfaction survey that includes questions related to the quality of services, the outcomes of services and their perception of additional needs not addressed by the BHCCC.

D. The Contractor shall provide an opportunity for stakeholders to evaluate service performance and the need for additional training or collaboration each time they interact with the BHCCC. Stakeholders may provide feedback either verbally or in writing through the use of a suggestions box at the facility or via e-mail. Stakeholders may include law enforcement, hospitals, the Department, and others who interact with the BHCCC.

E. The Contractor shall distribute annual surveys to the hospitals, law enforcement and other organizations affiliated with the BHCCC. Questions on this survey shall address the quality of services, the outcomes of services, and the organization's perception of additional needs not addressed at the BHCCC.

XIV. **Reports/Records/Documentation**

A. The Contractor shall use WITS to document all delivered services in the individual's record
and maintain the record at the Contractor's location. Records shall include, at a minimum:
1. Intake Eligibility Assessment,
2. Plan of Care,
3. Intervention services provided,
4. Referral services, and
5. After care plan.

B. The Contractor shall provide reports as outlined in the Reports section of this contract. The Contractor shall collect data in an alternate system as needed for reporting.

XV. **Sustainability**
A. The Contractor shall work with stakeholders to develop strategies for sustainability of the BHCCC for at least fifty percent (50%) of the yearly funding at the end of the first two (2) years of the contract for continuation of services.

XVI. **Transition of Services**
A. The Contractor shall develop a Transition Plan that describes the process for ensuring a smooth transition of project services and transfer of project materials, documentation and data either to the Department or to another contractor upon termination or expiration of the contract. The Transition Plan shall be negotiated with the Department upon contract termination or ninety (90) days prior to expiration of contract, whichever comes first. The Department reserves the right to request an updated Transition Plan during the effective dates of the contract.
Cost/Billing Procedure
Amendment 2

Cost:

This is a FIRM FIXED FEE contract.

The Department will pay and the Contractor shall receive up to ONE MILLION THREE HUNDRED NINETY FIVE THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-TWO CENTS ($1,395,083.32) for all goods and services satisfactorily delivered and authorized under the contract as identified in the cost matrix below for the period indicated.

Cost Matrix
Year 3 (9/15/16 – 9/15/17)

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Number of Units</th>
<th>Cost/Unit</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crisis Center operation / management -- September -- December 2016</td>
<td>Monthly</td>
<td>4</td>
<td>$122,083.33</td>
<td>$488,333.32</td>
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<tr>
<td>Crisis Center operation / management -- January -- September 2017 (90%)</td>
<td>Monthly</td>
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<td>$109,875.00</td>
<td>$879,000.00</td>
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<td>Quarterly Outcome Measures/Benchmarks Reports (3 quarters)</td>
<td>Per Quarterly Report</td>
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<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Outcome Measures/Benchmarks Reports (year end)</td>
<td>Per Report</td>
<td>1</td>
<td>$12,750.00</td>
<td>$12,750.00</td>
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<tr>
<td><strong>Total Contract Amount Available for Year Three</strong></td>
<td></td>
<td></td>
<td><strong>$1,395,083.32</strong></td>
<td></td>
</tr>
</tbody>
</table>

Billing Procedure:

The Contractor shall provide a monthly invoice and the respective reports identified in the Reports section for services rendered by the fifth (5th) business day of each month following the month in which services were provided. Invoices received without the required reports or invoices received with errors will be returned to the Contractor for revision and resubmission.

The monthly invoice shall include, but not be limited to:

1) Contractor's name and contact information (billing address, phone, name, and e-mail of contact person)
2) Vendor ID with suffix
3) Contract number
4) Invoice date
5) Invoice billing period (dates of service)
6) Total number served
7) Total invoice amount
8) All contract services delivered during the billing period, identified by each item as reflected in the cost matrix and budget and the total for each.
Invoices shall be submitted to:
  Randy Rodriguez, Region 7 Program Manager
  Idaho Department of Health and Welfare
  150 Shoup Ave.
  Idaho Falls, ID 83442

Final invoices and reports must be submitted to the Department no later than thirty (30) calendar days after the contract expiration date. Final invoices received without the required report(s)/documentation will be returned to the Contractor for their resubmission with the final report(s)/documentation.
August 26, 2016

Bonneville County
Attn: Roger Christensen
605 N Capital Ave
Idaho Falls, ID 83402

RE: Contract BC016900
   Amendment 2

Please find enclosed one fully executed original of the contract document between your organization and the Idaho Department of Health and Welfare. This document is for your records.

If you have any questions, please contact me by email at perryk1@dhw.idaho.gov or by phone at (208) 334-5603.

Sincerely,

Grace Duncan for
Kristin Perry
Grants/Contracts Officer
Division of Operational Services
Contracting and Procurement Services

Enclosure