



SALISH BHO

EXECUTIVE BOARD MEETING

Providing Behavioral Health Services in
Clallam, Jefferson and Kitsap Counties

DATE: Friday, February 15, 2019
TIME: 9:00 AM – 11:00 AM
LOCATION: Jamestown S'Klallam Tribe Council Chambers,
1033 Old Blyn Highway, Sequim, WA 98382

AGENDA

<https://www.kitsapgov.com/hs/Pages/SBHO-EXECUTIVE-BOARD.aspx>

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of Meeting Notes for Friday, January 11, 2019 (Attachment 5)
6. Action Items
 - a. Health Care Authority Memorandum of Understanding (Attachment 6.a)
 - b. Funds for Interlocal Leadership Structure Project Manager (Attachment 6.b)
7. Informational Items
 - a. Western State Hospital Bed Utilization (Attachment 7.a)
 - b. Balanced BH-ASO Budget
 - c. Legislative Update from Banks Consulting (Attachment 7.c)
 - d. Health Management Associates (HMA) Contract (Attachment 7.d)
 - e. BayMark Update
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

ACRONYMS

ACH	Accountable Community of Health
ASO	Administrative Services Organization
ASAM	Criteria used to determine substance use disorder treatment
BH-ASO	Behavioral Health Administrative Services Organization
BHO	Behavioral Health Organization, replaced the Regional Support Network
CAP	Corrective Action Plan
CMS	Center for Medicaid & Medicare Services (federal)
DBHR	Division of Behavioral Health & Recovery
DCFS	Division of Child & Family Services
DCR	Designated Crisis Responder
DDA	Developmental Disabilities Administration
DSHS	Department of Social and Health Services
E&T	Evaluation and Treatment Center (i.e., AUI, YIU)
EBP	Evidence Based Practice
EPSDT	Early and Periodic Screening, Diagnosis and Treatment
EQRO	External Quality Review Organization
FBG	Federal Block Grant (specifically MHBG and SABG)
FIMC	Full Integration of Medicaid Services
FYSPT	Family, Youth and System Partner Round Table
HARPS	Housing and Recovery through Peer Services
HCA	Health Care Authority
HCS	Home and Community Services
HIPAA	Health Insurance Portability & Accountability Act
HRSA	Health and Rehabilitation Services Administration
IMD	Institutes for the Mentally Diseased
IS	Information Services
IPA	Independent Practice Association
ITA	Involuntary Treatment Act
LOC	Level of Care
MAT	Medical Assisted Treatment
LRA	Least Restrictive Alternative
MCO	Managed Care Organization
MOU	Memorandum of Understanding
OCH	Olympic Community of Health
OTP	Opiate Treatment Program
PACT	Program of Assertive Community Treatment
PATH	Programs to Aid in the Transition from Homelessness
PIHP	Prepaid Inpatient Health Plans
PIP	Performance Improvement Project
P&P	Policies and Procedures
QUIC	Quality Improvement Committee
QRT	Quality Review Team
RCW	Revised Code Washington
RFP, RFQ	Requests for Proposal, Requests for Qualifications
SABG	Substance Abuse Block Grant
SAPT	Substance Abuse Prevention Treatment
SBHO	Salish Behavioral Health Organization
SUD	Substance Use Disorder
UM	Utilization Management
WAC	Washington Administrative Code
WM	Withdrawal Management
WSH	Western State Hospital, Tacoma



SALISH BHO

EXECUTIVE BOARD MEETING

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February 15, 2019

6. Action Items

a. HEALTH CARE AUTHORITY MEMORANDUM OF UNDERSTANDING (MOU)

In October, staff submitted a draft MOU to the Health Care Authority (HCA). The MOU was written with the intent of providing the best opportunities for citizens and providers in our region during and following the transition to Fully Integrated Managed Care (FIMC). Commissioners Gelder and Ozias, Director Washburn and SBHO Administrator participated in a conference call with the HCA on January 2nd to review the proposed MOU. On January 17th, The HCA returned the draft MOU with suggested edits. The most recent draft of the HCA MOU is attached for the Board's review. Staff recommends adding the following language as Item 14 within the Section "HCA Agrees To": *(HCA) Will provide SBHO with clear written communication detailing required ASO Readiness Activities and corresponding timelines for completion.*

b. FUNDS FOR INTERLOCAL LEADERSHIP STRUCTURE (ILS) PROJECT MANAGER

In 2018, the Washington State Legislature passed RCW 71.24.880, entitled "Interlocal leadership structure – Transition to fully integrated managed care within a regional service area". The specific language of RCW 71.24.880 is attached.

In December, formal planning surrounding the creation of a Salish ILS began. Early meetings have included leadership from: Amerigroup, United Health Care, Molina, Coordinated Care, Olympic Community of Health, Salish BHO Executive Board, and Salish staff. The Salish ILS' focus will be: assessing and supporting Provider Readiness for FIMC, development of an early warning system, and the creation of a formal communication plan to inform community stakeholders and Medicaid enrollees of the systemic changes. The work of meeting coordination/convening and community engagement will require a notable time commitment and a unique skill set. Staff is requesting the Board approve funds to support the Olympic Community of Health hiring a contract employee in the role of Salish ILS Project Manager. Funds in the amount of \$50,000 would cover 40% of the total estimated costs of a one-year contract.

7. Informational Items

a. WESTERN STATE HOSPITAL BED UTILIZATION

At the January Executive Board meeting, staff presented a Western State Hospital (WSH) update. Admission, discharge and waitlist data specific to SBHO's utilization in calendar year 2018 was reviewed. The Board requested WSH utilization numbers for other regions for comparison. A table is attached for review. Staff will review attachment and explain how WSH allocations are being assigned to Managed Care Organizations (MCOs) in Fully Integrated Managed Care (FIMC) Regions.

b. BALANCED BH-ASO BUDGET

Staff continues to analyze and anticipate the costs of operating a Salish BH-ASO. During this process, additional attention has been focused on the specific mandatory requirements within the HCA's BH-ASO contract. To be quite specific, Sections 15.1 - 15.3 and 16.1 – 16.4. The following is a direct excerpt from the BH-ASO Contract "The Contractor shall prioritize state funds for Crisis Services, evaluation and treatment services for individuals ineligible for Medicaid, and services related to the administration of Chapters 71.05 and 71.34. Available resources shall then be used to cover services listed in subsection 15.3.3 for the priority populations defined in this contract."

Staff will share what measures must be taken in order to create a balanced budget.

c. LEGISLATIVE UPDATE FROM BANKS CONSULTING

Banks Consulting Group continues to actively engage in legislative efforts on behalf of BHOs and BH-ASOs surrounding issues specific the IMC Transition. A draft Legislative Agenda specific to Salish's interests is attached. Brad Banks will provide an update on his legislative efforts.

d. HEALTH MANAGEMENT ASSOCIATES CONTRACT

Staff initiated conversation with Health Management Associates (HMA) regarding the SBHO's desired consulting support. Per the BHO Executive Board's approval at the December Board Meeting, staff is in the process of negotiating a contract with HMA for consultative and project management support surrounding "BH-ASO Readiness" and NCQA Pre-Delegation Review. The total cost of the contract will not exceed \$150,000.

e. BAYMARK UPDATE

Staff has requested an update from BayMark leadership on timelines and progress. Staff hopes to have an update available by the meeting.

**MEETING MINUTES OF THE
SALISH BEHAVIORAL HEALTH ORGANIZATION
EXECUTIVE BOARD**

**Friday, January 11, 2019
9:00 a.m. - 11:00 a.m.
City of Sequim, Transit Center,
190 W Cedar Street, Sequim, WA 98382**

CALL TO ORDER – Commissioner Robert Gelder, called the meeting to order at 9:00 A.M.

ANNOUNCEMENTS – None.

INTRODUCTIONS – Self introductions were conducted around the room.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS – None.

APPROVAL of AGENDA

The agenda was reorganized to prioritize the order of the Informational Items. Informational Item 7.e changed to Advisory Board update. Item 7.f added for the Banks Consulting Group update.

APPROVAL of MINUTES

MOTION: Commissioner Ozias motioned to approve the meeting minutes as submitted for the December 14, 2018 meeting. Commissioner Gelder seconded the motion. Motion carried with one (1) abstained.

ACTION ITEMS

➤ **SABG**

The formal Request for Proposal (RFP) received four requests, all approved. A non-formal RFP resulted in three requests. Jefferson County had additional no requests.

- Formal RFP left an unallocated \$247,152, the second round left \$912 unallocated.
- Advisory board approved SABG contract recommendations by staff and Jolene Kron to use the \$912 as stated at her discretion.

MOTION: Commissioner Ozias motioned to approve awarding Reflections Counseling, West End Outreach Services, and West Sound Treatment Services SABG contracts as recommended by Advisory Board and Staff. Commissioner Brotherton seconded the motion. Motion carried unanimously.

INFORMATIONAL ITEMS

➤ **Western State Hospital Update**

30 spots at Western State Hospital allocated for our region in 2019.

- Six admissions and 21 discharges from WSH in 2018. 11 of 16 admits were Forensic FLIPS, from a forensic hold to a civil hold. Four of the 16 were readmits. 21 total discharges, most to supported living environments. One expired in the hospital.

- Salish had a total of six admits to WSH. Most admits come from KMHS due to large population. 95 percent of individuals on waitlist were not admitted. Salish's total bed date on waitlist was 1,152 in 2018. In December, no one from Salish was on waitlist since KMHS inpatient unit started doing long term beds.
- A meeting is set in two weeks to discuss waitlist and structure related to the MCOs.
- WSH's plan for 2023 is to become a Forensics Center of Excellence. WSH closed one ward, another to close by June 2019.
- The Governor's budget is for the community. About 650 million for capital budget expenses and another 100 million for operational costs, not used for new investments, but to backfill the WSH issues.

A census capturing the other ASO admits along with the SBHO admits will be added to the February 2019 agenda.

➤ **Health Care Authority (HCA) Contract Amendments**

The SBHO received Prepaid Inpatient Health Plans (PIHP) and State contract amendments from the HCA. PHIP Medicaid contract has updated per person per month rates for 2019.

- Disabled and non-disabled child rates decreased partially due to a carve-out for the Foster Care Program effective January 1, 2019. An approximant reduction of 23 percent for the disabled and 10 percent for the non-disabled. Deductions will roll down to mental health providers because the SBHO cannot pay higher rates with less money. SBHO staff is working to amend the mental health provider contracts to reflect new rates.

➤ **ASO Budget Revised**

The budget is a working process.

- The HCA/ASO contract amendment thus far reflects:
 - ASO would get 70 percent of non-proviso state funds, 70 percent of the Program of Assertive Community Treatment (PACT) program, and 100 percent of other non-Medicaid funding sources including Criminal Justice Treatment Account (CJTA).
 - Currently, the SBHO gets \$250,000 quarterly of Housing and Recovery through Peer Services (HARPS) program. ASO should be able to continue to manage this part of the ASO funding.
 - A one-time payment for Evaluation and Treatment Center (E&T) discharge planner that pays for two FTE, it is unknown if it will continue.
 - A one-time payment of legislature-allocated enhancement money, assuming this continues, the yearly amount is projected to be 6.47 million.
 - An Additional 2 million would come from programs like The Family, Youth and System Partner Round Table (FYSPRT), HARPS/Peer Bridger, Mental Health Block Grant, Programs to Aid in the Transition from Homelessness (PATH) and the SABG.
 - The total revenue assumption is 8.49 million, less the administrative and direct support withholding. Some funding might not be under the contract and there is not a significant operational budget.

- Medicaid revenue is to be determined for the Crisis System. In the HCA contract the ASO would manage state funds and block grant funds. Separate contracts with the MCOs add some Medicaid funds for overseeing the Crisis System. It's figured that the Medicaid revenue will allow for some administrative withholding. To estimate the revenue, a PMPM of \$2.75 for each Medicaid eligible person multiplied by an approximate 75,000 Medicaid enrollees totaling about 2.4 million per year for managing the Crisis System in 3 counties with up to 10 percent held for administration. The withholding of the 10 percent for admin would then be about \$247,000.
- Conversations with MCOs begin January 18th, 2019 to discuss the ASO's portion for crisis services.
- Brad Banks from Banks Consulting suggests the budgets and contracts are setup for a smaller ASO. This may result in a lower level of service, even if the ASO goes to Beacon. There is no model to show Beacon's funding.
- The HCA's general requirements on crisis services for the ASO are parallel with Beacon. Each region has generated its own robust Crisis System across the state. There is no guarantee that all programs will continue. If the region goes to Beacon, they would implement their model for the crisis system.

A decision to become a BH-ASO needs to be made by May 2019.

➤ **Independent Practice Associate (IPA)**

Conversations with contracted providers and Thurston-Mason providers produced interest in forming an Independent Practice Associate (IPA). A key element is the BH-ASO potentially being the risk bearing entity. Forming an IPA can be further discussed after the transition.

➤ **Advisory Board Update**

Advisory Board discussed the following:

- How to assist the Executive Board and Salish Staff.
- Whether to become an ASO or let the region go to Beacon. Interested in having Beacon share their model.
- Combining meetings with Executive Board to lessen SBHO Staff work.

➤ **Banks Consulting Group**

Brad Banks provided an overview of what's going on across the state (county perspective), where Salish is interested or wanting to go, and what kind of strategy is needed for support and resources.

- Statewide, everyone is at a different phase of the transition.
- Limited resources at the HCA and various regions.
- Main issues for the region are BH-ASO structure, statute, funding, and contractual agreements.
- Currently working on a bill to structure ASO's. The county right to choose to be an ASO will be debated as language first submitted was not accepted.

- It is hoped that lessons learned from the “mid-adopters” will place Salish in a better position through the transition.
- Time will tell where legislature is on commitment to the ASO. It should be known before the 105-day deadline where legislature lies.
- At this point, it seems the Senate is more favorable towards local government as far as insuring we have the tools that are needed.
- Priority is to decide if Salish becomes an ASO. If no ASO is formed, the region goes to Beacon with no chance to reverse the decision.
- The focus is on what the BHO needs, requirements to meet come January 2020, the ASO contract with HCA, and the funding plan with MCOs.

Brad will come back to discuss the transition, the Salish “asks”, and the legislative process.

GOOD OF THE ORDER – None.

PUBLIC COMMENT - None.

ADJOURNMENT – Consensus for adjournment at 11:11 A.M.

BOARD MEMBERS	STAFF	GUESTS
Present:	Present:	Present:
Commissioner Robert Gelder	Stephanie Lewis, SBHO Admin	Natalie Grey, Discovery Behavioral
Commissioner Greg Brotherton	Jolene Kron, SBHO Staff	Wendy Sisk, Peninsula Behavioral
Commissioner Mark Ozias (Via Phone)	Ashlee DeMoss, Recording Secretary	Colleen Bradley, Salish FYSPRT
Loni Geninger, Jamestown S’Klallam Tribe (in for Liz Mueller)	Doug Washburn, Kitsap County Human Services Director	Margaret Moore, Olympic Community of Health
Russ Hartman, SBHO Advisory Board		Joe Roszak, Kitsap Mental Health Services
Excused:		Don Lawley, Forks Community Hospital
Liz Mueller, Jamestown S’Klallam Tribe		Sally O’Callaghan, SBHO Advisory Board
Elya Prystrowsky, Olympic Community Health		

NOTE: These meeting notes are not verbatim

HCA Contract K3299

**Interagency Agreement for the Administration of Integrated Managed Care
Between
The State of Washington Health Care Authority,
And
Clallam County, Jefferson County and Kitsap County**

THIS INTERAGENCY AGREEMENT (Agreement) is made and entered into by and between the Washington State Health Care Authority (HCA) and Clallam County, Jefferson County and Kitsap County (herein referred to as the Counties), pursuant to the authority granted by Chapter 39.34 RCW.

RECITALS

WHEREAS, the Washington State Legislature (Legislature), in accordance with federal law, and to facilitate the State's receipt of federal Medicaid funding, has designated Washington State Health Care Authority (HCA) as the "single state agency" for the Medicaid program; as such, HCA retains full authority and responsibility for all final decisions regarding the Medicaid program. See 42 U.S.C. § 1396a(a)(5); 42 C.F.R. § 431.10(e); RCW 41.05.021(1)(m)(i); RCW 74.04.050(2); RCW 74.09.530(1)(a);

WHEREAS, the counties of Clallam, Jefferson and Kitsap collectively make up the Olympic Regional Service Area (RSA);

WHEREAS, in 2014, the Legislature directed HCA to fully integrate the delivery of physical and behavioral health services in Washington's Medicaid program via managed care by January 1, 2020;

WHEREAS, the purpose of this Agreement is to spell out certain terms and conditions that the parties anticipate will be negotiated between HCA and the Counties for the administration of Integrated Managed Care (IMC); and

NOW, THEREFORE, the parties hereby enter into the following Agreement, under the terms and conditions specified herein, and incorporating the above Recitals.

AGREEMENT

1. HCA AGREES TO:

- 1) Participate in a Leadership Structure. HCA will actively support and accept the Counties, or their Designee, as the entity within the Olympic Regional Service Area that fully represents local County governments, and which has the authority to collaborate with the HCA on the design and implementation of the integrated managed care model.
- 2) Ensure that Managed Care Organizations (MCOs) and the Behavioral Health Administrative Services Organization (BH-ASO) have established adequate networks, prior to the January 1, 2020 implementation date so that services available to citizens west of Lake Crescent are at least as accessible as they are

HCA Contract K3299

during Calendar Year 2019, as determined by the number of contracted entities available and number of services provided.

- 3) Promptly appoint a new BH-ASO for the RSA, should the BH-ASO within the RSA fail, or is unable to meet the readiness review requirements.
- 4) Monitor MCOs to ensure:
 - A) A sufficient network of providers are available to provide adequate access to behavioral health services for residents of the RSA.
 - B) The maintenance of quality improvement processes.
- 5) Collaborate with the MCOs and the Counties on the shared goal of continuing to maintain or improve:
 - A) The current level of services provided, including access to non-Medicaid support services.
 - B) The current funding levels to behavioral health providers so they remain fiscally sound immediately following the transition date.
- 6) Work with the Counties to identify the level of non-Medicaid and Administrative funds that are deemed necessary to meet the state's and MCO requirements for a BH-ASO; and support the region in providing this information to the Governor's Office.
- 7) If appropriated by the Legislature, provide funding via contract to the BH-ASO, to maintain an inpatient risk reserve and stabilize the continuum of care in crisis services.
- 8) Provide reimbursement to any future BH-ASO that passes readiness review requirements for the administration of crisis services provided by subcontractors, in accordance with the contract.
- 9) Put strategies in place to ensure that behavioral health services to individuals with dual eligibility for Medicaid and Medicare, including those with third party coverage, are not adversely affected by the change to IMC.
- 10) Provide technical support to the Counties to assist with preparation for IMC.
- 11) Support a contractual arrangement between the selected MCOs and the Counties for mutually agreed upon functions and services (e.g. Behavioral Health Advisory Board, Ombuds, etc.), in accordance with contract terms and conditions.
- 12) Commit to exploring strategies with the Counties for minimizing the burden on the Salish Behavioral Health Organization's (SBHO) staff during the seven months prior to implementation of IMC; with the goal of achieving a balance between adherence to existing SBHO contract requirements and allowing for staff capacity to support the BHO closeout process, while simultaneously designing and implementing the BH-ASO processes for the integrated managed care transition. This includes consideration for reducing the Behavioral Health Organization's subcontractor monitoring requirements and the state's annual BHO External Quality Review Organization (EQRO) review requirement.

HCA Contract K3299

13) If funds are appropriated by the legislature, provide funds to behavioral health providers within the Olympic RSA to improve their readiness for full integration.

2. THE COUNTIES AGREE TO:

- 1) Fully cooperate in efforts to fully integrate clinical care within the RSA, including:
 - Provide leadership to behavioral health agencies in continuing to move forward with clinical integration.
 - Encourage co-location of services, MOUs between physical and behavioral health programs, and warm handoffs in all care transitions.
- 2) Operate all administrative functions in a fiscally responsible manner while minimizing costs and ensuring compliance with contracts, regulations and laws pertaining to managed care.

3. TERM

This Agreement takes effect on the date of full execution by all parties and will remain in effect through December 31, 2021, and will automatically renew year-after-year unless modified by the parties through an amendment. No change in terms and conditions will be permitted during this term unless specifically agreed to in writing by both parties.

4. AGREEMENT MANAGEMENT

The Agreement manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for HCA is:

Alice Lind
P.O. Box 45502
Olympia, WA 98504-5502
Phone: (360) 725-2053
alice.lind@hca.wa.gov

The Contract Manager for the Counties is:

Stephanie Lewis, LMFT, Administrator
614 Division St. MS-23
Port Orchard, WA 98366
Phone: (360) 337-4422
sjlewis@co.kitsap.wa.us

5. CONFIDENTIALITY

Each party will protect and preserve the confidentiality of (a) all data provided by any other party and (b) all information that is defined as confidential under state law or regulation, federal law or regulation, or by HCA in the normal course of business. Each party will comply with all applicable federal and state laws and regulations pertaining to the collection, use, and disclosure of confidential information and personal or protected health information, including but not limited to RCW 70.02 and the federal Health Insurance Portability and Accountability Act of 1996 (and its implementing regulations).

HCA Contract K3299**6. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, the Agreement, and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

7. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

8. INDENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions.

10. RECORDS MAINTENANCE

The parties shall each maintain books, records, documents and other evidence which sufficiently and properly reflect any direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

HCA Contract K3299

11. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

12. STATE IMMUNITY

Nothing in this Agreement shall be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

13. TERMINATION

The Counties may terminate this agreement with ten (10) business days written notice to HCA, as long as the termination is confirmed in writing to HCA within that same ten-day period by a majority of the county commissioners from each county in the RSA. HCA may terminate this Agreement with ten (10) business days written notice to the Counties.

14. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

15. WRITINGS CONTAINED HERIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. AUTHORITY TO BIND PARTIES

Each person signing below affirms that he or she has legal authority to bind the party to all of the terms of this Agreement.

17. RECORDING

This Agreement shall be filed with the Thurston County Auditor and placed on its web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties have executed this Agreement.

HCA Contract K3299

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

Signature

Title Date

PASSED AND APPROVED on this _____ day of _____, 2019

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

RANDY JOHNSON Commissioner

MARK OZIAS, Commissioner

BILL PEACH, Commissioner

ATTEST:

, Clerk of the Board

PASSED AND APPROVED on this _____ day of _____, 2019

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

KATE DEAN, Commissioner

KATHLEEN KLER, Commissioner

DAVID SULLIVAN, Commissioner

ATTEST:

, Clerk of the Board

PASSED AND APPROVED on this _____ day of _____, 2019

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

RCW [71.24.880](#)

Interlocal leadership structure—Transition to fully integrated managed care within a regional service area.

(1) The authority shall, upon the request of a county authority or authorities within a regional service area, collaborate with counties to create an interlocal leadership structure that includes participation from counties and the managed health care systems serving that regional service area. The interlocal leadership structure must include representation from physical and behavioral health care providers, tribes, and other entities serving the regional service area as necessary.

(2) The interlocal leadership structure regional organization must be chaired by the counties and jointly administered by the authority, managed health care systems, and counties. It must design and implement the fully integrated managed care model for that regional service area to assure clients are at the center of care delivery and support integrated delivery of physical and behavioral health care at the provider level.

(3) The interlocal leadership structure may address, but is not limited to addressing, the following topics:

(a) Alignment of contracting, administrative functions, and other processes to minimize administrative burden at the provider level to achieve outcomes;

(b) Monitoring implementation of fully integrated managed care in the regional service area, including design of an early warning system to monitor ongoing success to achieve better outcomes and to make adjustments to the system as necessary;

(c) Developing regional coordination processes for capital infrastructure requests, local capacity building, and other community investments;

(d) Identifying, using, and building on measures and data consistent with, but not limited to, RCW [70.320.030](#) and [41.05.690](#), for tracking and maintaining regional accountability for delivery system performance; and

(e) Discussing whether the managed health care systems awarded the contract by the authority for a regional service area should subcontract with a county-based administrative service organization or other local organization, which may include and determine, in partnership with that organization, which value-add services will best support a bidirectional system of care.

(4) To ensure an optimal transition, regional service areas that enter as mid-adopters must be allowed a transition period of up to one year during which the interlocal leadership structure develops and implements a local plan, including measurable milestones, to transition to fully integrated managed care. The transition plan may include provisions for the counties' organization to maintain existing contracts during some or all of the transition period if the managed care design begins during 2017 to 2018, with the mid-adopter transition year occurring in 2019.

(5) Nothing in this section may be used to compel contracts between a provider, integrated managed health care system, or administrative service organization.

(6) The interlocal leadership group expires December 1, 2021, unless the interlocal leadership group decides locally to extend it.

WSH Census Report

2/5/2019			
	Target	Actual	Difference
Amerigroup-King	20	18	-2
Amerigroup-Pierce	10	6	-4
ASO-King	29	31	2
ASO-Pierce	9	13	4
ASO-SWWA	7	2	-5
CHPW-King	31	26	-5
CHPW-SWWA	6	5	-1
Coordinated Care-King	17	12	-5
Coordinated Care-Pierce	10	11	1
Great Rivers	31	27	-4
Molina-King	77	55	-22
Molina-Pierce	46	39	-7
Molina-SWWA	21	14	-7
North Sound	101	99	-2
Salish	28	27	-1
Thurston/Mason	31	31	0
United-King	34	30	-4
United-Pierce	18	15	-3
WSH-WA Census		461	
BHO/ASO/FIMO Defined Target	526		
Over/Under			-65

King total=208

Pierce total=93

Southwest WA=34

**Eastern WA allocation are set to Eastern State, so not included

12/19/2018			
	Target	Actual	Difference
Beacon	8	2	-6
CHPW	8	4	-4
Great Rivers	31	25	-6
King	203	189	-14
Molina	23	15	-8
North Sound	101	97	-4
Optum Pierce	94	80	-14
Salish	28	26	-2
Thurston/Mason	31	29	-2
WSH-WA Census		467	
BHO/FIMO Defined Target	527		
Over/Under			-60

Great Columbia
Spokane

1

1

Total Census

497



2019 Legislative Priorities

As the Salish Behavioral Health Organization (BHO) prepares to transition to the Behavioral Health Administrative Service Organization (BHASO) serving the Salish Regional Service Area (which includes Kitsap, Clallam and Jefferson Counties) we request that the Legislature support the following:

- \$450,000 per year (\$900,000 biennially) of non-Medicaid state funding necessary to ensure that the Crisis System Continuum of Care in the Salish Region may be maintained at its CURRENT level.
- \$925,000 of one-time funding to serve as the “required reserves” for the BHASO to ensure close-out of BHO operations and the start of BHASO operations in 2020 (Please note, this type of funding was allocated by the Legislature to the BHO/BHASO’s who transitioned in 2018 for the same purpose).
- Adequate funding to support the ongoing operations of the County owned crisis facilities, which are essential behavioral health system infrastructure.
- Uniform and consistent monitoring, review and accountability procedures for all parts of the State’s integrated behavioral health system.
- Strengthening the role of the Interlocal Leadership Structure to serve as an oversight entity to identify service gaps as well as the success and failure of services being provided in the Region.

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HEALTH MANAGEMENT ASSOCIATES

Scope 1: Executive Strategy and Support	<ul style="list-style-type: none"> • Support Salish BHO in the transition to IMC, including: <ul style="list-style-type: none"> ○ Understanding Managed Care Organization (MCO) requirements under IMC ○ Strategic positioning of BH-ASO services ○ Developing a value proposition with MCOs to support the system of care ○ Discussions and negotiations with MCOs ○ Network provider communication and support, as desired 	80-100 hours
Scope 2: BH-ASO Readiness Support	<ul style="list-style-type: none"> • Help Salish BHO to identify key contractual requirements for BH-ASO • Conduct a gap analysis, and work with Salish BHO to develop remediation strategy • Engage MCO and community stakeholders where appropriate regarding workflows, handoffs, transition and ongoing models of care • Support the Salish BH-ASO in developing standardized and sustainable documents, processes and protocols for the BH-ASO • Lead efforts to create a change management strategy, including communication plan for affected stakeholders • Support required changes to internal systems, such as budget, general ledger, network contracting, and managed care administrative services • Support Salish in their communication with contract administrators and regulatory agencies • Assist Salish BHO financial leadership in developing financial models, pro formas, and/or analysis to support projections and financial feasibility 	80-120 hours
Scope 3: NCQA Readiness Review	<ul style="list-style-type: none"> • Assess current Salish BHO administrative functions against National Committee for Quality Assurance requirements • Desktop policy and high-level data review • Gap Analysis and strategy recommendation 	40-60 hours