

Contract No. 20160040

CONTRACT AMENDMENT NO. 2

PURPOSE OF CHANGE: To amend that Basic Agreement dated April 1, 2016, between Great Rivers Behavioral Health Organization (hereinafter referred to as “**Great Rivers**”) and Evergreen Treatment Services (hereinafter referred to as the “**Contractor**”) under the provisions of that Modification Clause therein for mutual consideration and to make other necessary changes within the scope of that contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED THEREFORE: That the Agreement is hereby amended as follows:

1. The term of the Agreement is extended through June 30, 2019.

2. The following shall be added/substituted in Exhibit A, Budget Provisions of the Agreement:
 - 2.1 For the period of July 1, 2018, through June 30, 2019, Medicaid funds will be paid on a bundled daily rate of \$15.70 per person dose day determined by an Authorized Opiate Treatment Service encounter received by Great Rivers.

 - 2.2 Total Medicaid budget amount for this Agreement from April 1, 2016, through June 30, 2019, is \$6,679,000.00. Payment shall be based upon actual doses dispensed, not the budgeted amount.

 - 2.3 All data and encounter verifications shall be submitted no later than July 31, 2019.

3. The following language shall be applicable for the period July 1, 2018, through June 30, 2019:
 - 3.1 Contractor is responsible to ensure authorization requests to Great Rivers are for individuals who are eligible to receive Great Rivers Benefits, demonstrates in the authorization request the medical necessity for services, and contains all required elements in the authorization process. Great Rivers will provide an automatic 45-day initial parity authorization for individuals who are eligible for Great Rivers benefits. Re-authorization continuing authorization request can be made between day 30 through 45, and if authorization criteria are met will be

authorized for 365 days or end of contract, whichever comes first. Great Rivers will perform retro-authorization request and can request payment for any encounter/claims paid on an individual whose authorization material did not contain all of the required authorization information to support the services.

4. The parties agree to the following payment provisions:

4.1 Payments shall be made, without offset for unresolved claims existing as of the effective date of this Contract Amendment No. 2, to the Contractor every 2 weeks, based upon authorized encounters and eligibility determination data received on the Monday prior to payment.

5. The execution of Contract Amendment No. 1 and this Contract Amendment No. 2 and any payments made pursuant to said Contract Amendment No. 1 and No. 2 shall not be construed to be a waiver, admission, settlement or compromise of any claims, remedies, or other rights by the parties. The parties expressly reserve any and all claims or potential claims, including but not limited to, the payment, non-payment, or over-payment of amounts owing, or claimed to be owing, under the terms of Contract No. 20160040 existing or asserted as of the effective date of this Contract Amendment No. 2.

6. All Great Rivers Enrollees being served for Opioid Treatment Program services at the Evergreen Treatment Services Grays Harbor Clinic will be transitioned to the WCHS, Inc., Grays Harbor Clinic, by June 30, 2019, provided that (1) WCHS is fully accredited, licensed, and approved by state, federal, and local governing agencies as an OTP provider in Grays Harbor County, and (2) such transfer can be made in a clinically appropriate manner. Contractor shall cooperate with WCHS, Inc. in developing a transition plan which transfers patients between March 15, 2019, and June 30, 2019. If there is good cause for Contractor not being able to transition a particular Enrollee or Enrollees within this time-line, Great Rivers will evaluate the reason(s) asserted by Contractor on a case-by-case basis. During the transition period of March 15, 2019, through June 30, 2019, GRBHO shall pay a daily rate of \$16.70. In the event that patient transition extends beyond June 30, 2019, the contract shall be extended until the last ETS patient has been transferred.

7. All other terms and conditions of the original contract any subsequent amendments thereto remain in full force and effect.

8. This Contract Amendment No. 2 may be executed in counter parts.

**FOR GREAT RIVERS BEHAVIORAL
HEALTH ORGANIZATION:**

Edna J. Fund
Great Rivers Governing Board Chair
Date: _____

**FOR EVERGREEN TREATMENT
SERVICES:**

Chris Johnson
Evergreen Treatment Services Interim
Executive Director
Date: _____