NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (NORTH SOUND BH-ASO) CONTRACT AMENDMENT 4

CONTRACT #NORTH SOUND BH-ASO-LWC-ICN-23

Based on the Agreement of the parties to the above-referenced Contract between the North Sound Behavioral Health Administrative Services Organization, LLC (North Sound BH-ASO) and Lake Whatcom Residential and Treatment Center (LWC) (Provider) dated February 17, 2023, (as amended by North Sound BH-ASO and Provider dated July 26, 2024, collectively the "Contract") is hereby amended as follows:

The purpose of this amendment is to provide funding for January 1, 2025 to June 30, 2025:

By mutual agreement of the parties, the following language is added to the agreement:

Add the following new definition to Article 1 – Definitions:

"Mental Health Care Provider" means an individual working in a Behavioral Health Agency, under the supervision of a Mental Health Professional, who has primary responsibility for implementing an individualized plan for mental health rehabilitation services. To provide services as a Mental Health Care Provider, this person must be a registered agency affiliated counselor and have a minimum of one year education or experience in mental health or related fields.

Replace 7.17 Insurance, which reads "North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all exposure to tort liability, general liability, property damage liability and vehicle liability, if applicable, as provided by RCW 43.19. By the date of execution of this Contract and post 15 days renewal of said contract, the Provider shall procure and maintain insurance for the duration of this Contract, Provider shall carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. The costs of such insurance shall be paid by the Provider or subcontractor. The Provider may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Provider is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Provider, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s)." with the following:

North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all exposure to tort liability, general liability, property damage liability and vehicle liability, if applicable, as provided by RCW 43.19. By the date of execution of this Contract and post 15 days renewal of said contract, the Provider shall procure and maintain insurance for the duration of this Contract, Provider shall carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000; shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. The costs of such insurance shall be paid by the Provider or subcontractor. The Provider may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Provider is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Provider, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s)."

Replace Exhibit E(c) - LWC_Budget_ICN_24 with Exhibit E(d)_LWC_ICN_Budget

ALL TERMS AND CONDITIONS OF CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

THIS AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF FINAL SIGNATURE BY THE PARTIES.

NORTH SOUND BH-ASO, LLC		LAKE WHATCOM RESIDENTIAL AN TREATMENT CENTER	
JanRose Ottaway Martin Executive Director	Date	Jennifer Billings CEO	Date

North Sound Behavioral Health Administrative Services Organization PACT Services Capacity Funded Lake Whatcom Center Six Month Budget January 1, 2025 to June 30, 2025

Revenues				
PACT Proviso Funds	\$	76,832.00		
PACT Proviso Reserve Funds	\$	73,206.00		
General Funds State	\$	35,295.00		
Total	\$	185,333.00		
Expenses				
PACT Services	\$	76,832.00		
PACT Flex Funds	\$	73,206.00		
Flex Funds	\$	35,295.00		
Total	\$	185,333.00		
Budget Amount	\$	185,333.00		
Expenses		-		
Balance	\$	185,333.00		

PACT Case Rate \$4,268.44