

**NORTH SOUND
BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(North Sound BH-ASO)**

**CONTRACT
FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK**

WITH

BELLINGHAM SCHOOL DISTRICT #501

CONTRACT #NORTH SOUND BH-ASO-BELLINGHAM SCHOOL DISTRICT #501-21

August 1, 2022 – August 31, 2024

TABLE OF CONTENTS

1

2

3 **ARTICLE ONE – DEFINITIONS 7**

4 1.1 AGREEMENT 7

5 1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)..... 7

6 1.3 BEHAVIORAL HEALTH CRISIS SERVICES..... 7

7 1.4 INDIVIDUAL..... 7

8 1.5 CRITICAL INCIDENT 7

9 1.6 NORTH SOUND INTEGRATED CARE NETWORK (North Sound ICN)..... 7

10 1.7 HEALTHCARE AUTHORITY (HCA)..... 8

11 1.8 HEALTH PLAN..... 8

12 1.9 MANAGED CARE ORGANIZATION (MCO) 8

13 1.10 MEDICALLY NECESSARY SERVICE/MEDICAL NECESSITY 8

14 1.11 MEMBER 8

15 1.12 MENTAL HEALTH BLOCK GRANT (MHBG)..... 8

16 1.13 PROVIDER..... 8

17 1.14 PAYOR 8

18 1.15 SUBSTANCE ABUSE BLOCK GRANT (SABG) 9

19 1.16 WAITING LIST 9

20 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS.....10**

21 2.1 NETWORK PARTICIPATION 10

22 2.2 STANDARDS FOR PROVISION OF CARE..... 10

23 2.3 TREATMENT ALTERNATIVES 10

24 2.4 PROMOTIONAL ACTIVITIES..... 11

25 2.5 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS..... 11

26 2.6 INDEPENDENT MEDICAL/CLINICAL JUDGEMENT 11

27 2.7 NON-DISCRIMINATION 12

28 2.8 DATA INFORMATION SYSTEM REQUIREMENTS 12

29 2.9 CARE COORDINATION..... 12

30 2.10 RECORDKEEPING AND CONFIDENTIALITY 13

31 2.11 NOTICES 13

32 2.12 PROVIDER TRAINING AND EDUCATION..... 13

33 **ARTICLE THREE - TERM AND TERMINATION 15**

34 3.1 TERM..... 15

35 3.2 TERMINATION WITHOUT CAUSE 15

36 3.3 TERMINATION WITH CAUSE 15

37 3.4 IMMEDIATE TERMINATION 15

38 3.5 TERMINATION DUE TO CHANGE IN FUNDING 15

39 3.6 TERMINATION NOTIFICATION TO INDIVIDUALS..... 17

40 **ARTICLE FOUR - FINANCIAL TERMS AND CONDITIONS.....18**

41 4.1 GENERAL FISCAL ASSURANCES 18

42 4.2 FINANCIAL ACCOUNTING REQUIREMENTS 18

43 **ARTICLE FIVE -OVERSIGHT AND REMEDIES 20**

1	5.1	OVERSIGHT AUTHORITY.....	20
2	5.2	REMEDIAL ACTION.....	20
3	5.3	NOTICE REQUIREMENTS.....	20
4	ARTICLE SIX - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR		21
5	6.1	BACKGROUND.....	21
6	6.2	MUTUAL COMMITMENTS.....	21
7	6.3	ASSIGNMENT	21
8	6.4	AUTHORITY	21
9	6.5	COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES	22
10	6.6	COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE	23
11	6.7	CONFIDENTIALITY OF PERSONAL INFORMATION.....	23
12	6.8	CONTRACT PERFORMANCE/ENFORCEMENT.....	24
13	6.9	COOPERATION	24
14	6.10	DEBARMENT CERTIFICATION.....	24
15	6.11	EXECUTION, AMENDMENT AND WAIVER	24
16	6.12	HEADINGS AND CAPTIONS	24
17	6.13	INDEMNIFICATION.....	24
18	6.14	INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO	26
19	6.15	INSURANCE	26
20	6.16	INTEGRATION.....	26
21	6.17	MAINTENANCE OF RECORDS.....	26
22	6.18	NOTICE OF AMENDMENT	27
23	6.19	NO WAIVER OF RIGHTS.....	27
24	6.20	ONGOING SERVICES.....	27
25	6.21	OVERPAYMENTS	27
26	6.22	OWNERSHIP OF MATERIALS	28
27	6.23	PERFORMANCE	28
28	6.24	RESOLUTION OF DISPUTES	28
29	6.25	SEVERABILITY AND CONFORMITY.....	28
30	6.26	SINGLE AUDIT ACT	28
31	6.27	SUBCONTRACTS	29
32	6.28	SURVIVABILITY	30
33	6.29	TREATMENT OF INDIVIDUAL’S PROPERTY.....	31
34	6.30	WARRANTIES	31
35	6.31	CONTRACT CERTIFICATION.....	31
36			

EXHIBITS

1
2
3
4
5
6
7
8
9
10
11
12

Incorporation of Exhibits

The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit conflicts with the terms and conditions of this base contract, the terms of such Exhibit shall control.

Exhibit A – Bellingham School District Budget 2022-23

Exhibit B – Compensation Schedule

1
2
3
4
5
6
7
8
9
10
11
12

**CONTRACT FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE CRISIS NETWORK**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK

CONTRACT (the “Contract”), pursuant to RCW Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 70.24, 2021 E. College Way, Suite 101, Mount Vernon, WA 98273 and **BELLINGHAM SCHOOL DISTRICT #501**, (Provider), a Washington Behavioral Health Agency, **BELLINGHAM SCHOOL DISTRICT #501, 1306 Dupont St., Bellingham, WA 98225**.

I. RECITALS

WHEREAS, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County (the County Authorities), as defined by RCW 71.24.025 (10), entered into a Joint County Authority BHO Interlocal Operating Agreement to cooperatively provide a community health program and regional system of care, with the collective goal of consolidating administration, reducing administrative layering and reducing administrative costs, consistent with the State of Washington’s legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and

WHEREAS, North Sound BH-ASO is a governmental limited liability company formed by an operating agreement entered into by the foregoing five (5) County Authorities in response to a request for a detailed plan and to contract with the State of Washington to operate as a Regional Support Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and Chapter 25.15.

WHEREAS, the Operating Agreement provides a means for each County Authority to share in the cost of behavioral health services, for payment of services and for the audit of funds, as provided for in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as provided for in RCW 71.24.110.

WHEREAS, North Sound BH-ASO anticipates increased need for behavioral health services in the community and recognizes the need for expansion of services and strengthening of cooperation among service providers to meet this challenge; and

WHEREAS, North Sound BH-ASO is engaged in the administration of services.

WHEREAS, Provider is engaged in the provision of behavioral health services within Island, San Juan, Skagit, Snohomish and Whatcom Counties (Counties); and

1 **WHEREAS**, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise
2 do all things necessary to deliver Services in the Counties;

3
4 **WHEREAS**, the parties to this Contract desire to promote the continuity of care for individuals,
5 avoid service disruption, ensure the provision of behavioral health services and strengthen the regional
6 service network; and

7
8 **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure
9 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability
10 Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164); now, therefore,

11
12 **THE PARTIES AGREE AS FOLLOWS:**

13
14 **II. CONTRACT**

15
16 The effective date of this Contract is August 1, 2022 – August 31, 2024.

17
18 **WHEREAS**, North Sound BH-ASO has been advised that the foregoing are the current funding
19 sources, funding levels and effective dates as described in Exhibit A; and

20
21 **WHEREAS**, North Sound BH-ASO desires to have certain services performed by the Provider as
22 described in Exhibit B;

23
24 **WHEREAS**, the Provider represents and warrants that North Sound BH-ASO is authorized to
25 negotiate and execute provider agreements, including this Agreement, and to bind the Provider to the
26 terms and conditions of this Agreement;

27
28 **WHEREAS**, North Sound BH-ASO intends to implement mechanisms to ensure the availability of
29 contracted providers and for establishing standards for the number and geographic distribution of
30 contracted providers and key specialty providers in accordance with applicable law;

31
32 **WHEREAS**, Behavioral Health Providers contracted with North Sound BH-ASO for participation in
33 the North Sound Integrated Care Network (North Sound ICN) (Participating Providers) will deliver
34 behavioral healthcare services to individuals within the scope of their licensure or accreditation;

35
36 **WHEREAS**, North Sound BH-ASO will receive payment from Managed Care Organizations (MCO)
37 and will facilitate payment to Provider for Crisis Services under the terms of this agreement; and

38
39 **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter
40 mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1 **ARTICLE ONE – DEFINITIONS**

2 For purposes of this Agreement, the following terms shall have the meanings set forth below.

3 **1.1 AGREEMENT**

4 The Contract for participation in the North Sound ICN entered into between North Sound BH-
5 ASO and Provider, including all attachments and incorporated documents or materials,
6 including this North Sound ICN Provider Base Provider which is Exhibit A thereof.
7

8 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

9 BH-ASO means an entity selected by the Medicaid agency to administer behavioral health
10 programs, including crisis services for individuals in a fully integrated managed care regional
11 service area. The BH-ASO administers crisis services for all individuals in its defined regional
12 service area, regardless of an individual's ability to pay.
13

14 **1.3 BEHAVIORAL HEALTH CRISIS SERVICES**

15 Behavioral Health Crisis Services (Crisis Services) means providing evaluation and short-term
16 treatment and other services to individuals with an emergent mental health condition or are
17 intoxicated or incapacitated due to substance use and when there is an immediate threat to
18 the individual's health or safety.
19

20 **1.4 INDIVIDUAL**

21 Individual means any person in the Regional Service Area (RSA) regardless of income, ability to
22 pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual"
23 means a person who has applied for, is eligible for, or who has received General Fund –
24 State/Federal Block Grant (GFS/FBG) services through this contract.
25

26 **1.5 CRITICAL INCIDENT**

27 A situation or occurrence that places an individual at risk for potential harm or causes harm to
28 an individual. Examples include homicide (attempted or completed), suicide (attempted or
29 completed), the unexpected death of an individual, or the abuse, neglect, or exploitation of an
30 individual by an employee or volunteer.
31

32 **1.6 NORTH SOUND INTEGRATED CARE NETWORK (North Sound ICN)**

33 Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically
34 integrated crisis, FBG and Legislative Proviso behavioral health network that will provide
35 behavioral health services in the North Sound RSA. North Sound ICN is a reference to the
36 network of behavioral health providers contracted with the North Sound BH-ASO, and neither
37 this Agreement nor any other understanding among participants is intended to create a
38 separate legal entity.
39

- 1 **1.7 HEALTHCARE AUTHORITY (HCA)**
2 The Washington State HCA.
3
- 4 **1.8 HEALTH PLAN**
5 A plan that undertakes to arrange for the provision of health care services to subscribers or
6 enrollees, or to pay for or to reimburse for any part of the cost for those services, in return for
7 a prepaid or periodic charge paid for by or on behalf of subscribers or enrollees.
8
- 9 **1.9 MANAGED CARE ORGANIZATION (MCO)**
10 MCO means an organization having a certificate of authority or certificate of registration from the
11 Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive
12 risk contract to provide prepaid health care services to eligible HCA Enrollees under HCA managed
13 care programs.
14
- 15 **1.10 MEDICALLY NECESSARY SERVICE/MEDICAL NECESSITY**
16 Medically Necessary Services means a requested service which is reasonably calculated to
17 prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the individual
18 that endanger life, or cause suffering of pain, or result in an illness or infirmity, or threaten to
19 cause or aggravate a handicap, or cause physical deformity, or malfunction. There is no other
20 equally effective, more conservative, or substantially less costly course of treatment available
21 or suitable for the individual requesting the service. For the purpose of this section, "course of
22 treatment" may include mere observation or, where appropriate, no medical treatment at all
23 (WAC 182-500-0070).
24
- 25 **1.11 MEMBER**
26 An individual that is eligible to receive crisis and/or FBG services and is assigned to an MCO.
27
- 28 **1.12 MENTAL HEALTH BLOCK GRANT (MHBG)**
29 MHBG means those funds granted by the Secretary of the Department of Health and Human
30 Services (DHHS), through the Center for Mental Health Services (CMHS), Substance Abuse and
31 Mental Health Services Administration (SAMHSA), to states to establish or expand an
32 organized community-based system for providing mental health services for adults with
33 Serious Mental Illness (SMI) and children who are seriously emotionally disturbed (SED).
34
- 35 **1.13 PROVIDER**
36 The behavioral health care person(s) or agency contracting under this Agreement, who meets
37 all minimum criteria of North Sound BH-ASO's credentialing plan, including all physicians,
38 clinicians, allied health professionals, and staff persons who provide crisis care services to
39 individuals by or through this Agreement.
40
- 41 **1.14 PAYOR**
42 The entity (including company where applicable) that bears direct financial responsibility for
43 paying from its own funds, without reimbursement from another entity, the cost of crisis
44 services rendered to individuals.

- 1 1.15 **SUBSTANCE ABUSE BLOCK GRANT (SABG)**
- 2 SABG means the Federal Substance Abuse Block Grant Program authorized by Section 1921 of
- 3 Title XIX, Part B, Subpart II and III of the Public Health Service Act.
- 4
- 5 1.16 **WAITING LIST**
- 6 Waiting List means a list of clients who qualify for SABG-funded services for whom services
- 7 have not been scheduled due to lack of capacity
- 8
- 9

1 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS**

2
3 This Agreement, North Sound BH-ASO’s Supplemental Provider Service Guide, Policies and
4 Procedures (P&P), Contract Exhibits, the Contract Boilerplate, and their revisions each specify North
5 Sound BH-ASO’s requirements for the array of services to be provided. Unless otherwise specified,
6 these materials shall be regarded as the source documents for compliance with program
7 requirements. In the event of any inconsistency between the requirements of such documents, the
8 more stringent shall control.

9 **2.1 NETWORK PARTICIPATION**

10 Provider shall participate as part of the North Sound BH-ASO for the GFS/FBG and Legislative
11 Proviso services specified in this Contract. Provider agrees that its practice information may
12 be used in North Sound BH-ASO MCO and HCA provider directories, promotional materials,
13 advertising and other informational material made available to the public. Such practice
14 information includes, but is not limited to, name, address, telephone number, hours of
15 operation and type of services. Provider shall promptly notify North Sound BH-ASO within 30
16 days of any changes in this information.

17
18 **2.2 STANDARDS FOR PROVISION OF CARE**

19
20 **2.2.1 Standard of Care**

21 Provider shall provide services to individuals at a level of care and competence that
22 equals or exceeds the generally accepted and professionally recognized standard
23 of practice at the time of treatment, all applicable rules and/or standards of
24 professional conduct, and any controlling governmental licensing requirements.

25 **2.2.2 Facilities, Equipment and Personnel**

26 Provider’s facilities, equipment, personnel and administrative services shall be
27 maintained at a level and quality appropriate to perform Provider’s duties and
28 responsibilities under this Agreement and to meet all applicable legal and BH-ASO
29 contractual requirements, including the accessibility requirements of the
30 Americans with Disabilities Act.

31 **2.2.3 Availability of Services**

32 Provider shall make arrangements to ensure the availability of services to students
33 according to the school day schedule and annual Bellingham Public Schools
34 calendar. Provider shall meet the applicable standards for timely access to care and
35 services, taking into account the urgency of the need for the services.

36
37 **2.3 TREATMENT ALTERNATIVES**

38 As an educational district, Bellingham School District operates under FERPA and related
39 guidelines and laws related to maintaining confidentiality with educational records and
40 services provided. Bellingham School District provides mental health support for students and
41 families. Providers of this support or BSD employees and not independent mental health
42 practitioners. As such, this mental health support is provided, whether as consultation or
43 direct services, within the realm of educational “related services”.

1 When supporting students and families, BSD employees will provide information about
2 alternative services that may provide similar or more appropriate supports for them. Because
3 BSD employees do not bill for service, no costs are billed to insurance companies nor are
4 copays collected from students or their families. Students are families will be provided with
5 information regarding the nature and focus of mental health supports and that all supports
6 are voluntary.
7

8 **2.4 PROMOTIONAL ACTIVITIES**

9 At the request of North Sound BH-ASO, Provider shall display promotional materials in its
10 offices and facilities as practical, in accordance with applicable law and cooperate with and
11 participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-
12 ASO name in any advertising or promotional materials without the prior written permission of
13 North Sound BH-ASO.
14

15 **2.5 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

16 Provider shall hold all necessary licenses, certifications, and permits required by law for the
17 performance of services to be provided under this Agreement. Provider shall maintain its
18 licensure and applicable certifications in good standing, free of disciplinary action, and in
19 unrestricted status throughout the term of this Agreement. Provider's loss or suspension of
20 licensure or other applicable certifications, or its exclusion from any federally funded health
21 care program, including Medicare and Medicaid, may constitute cause for immediate
22 termination of this Agreement. Provider warrants and represents that each employee and
23 subcontractor, who is subject to professional licensing requirements, is duly licensed to
24 provide Behavioral Health Services. Provider shall ensure each employee and subcontractor
25 have and maintains in good standing for the term of this Agreement the licenses, permits,
26 registrations, certifications, and any other governmental authorizations to provide such
27 services
28

29 **2.6 INDEPENDENT MEDICAL/CLINICAL JUDGEMENT**

30 Provider shall exercise independent professional ~~medical/clinical~~ judgment and control over
31 its professional services. Nothing herein shall give North Sound BH-ASO, MCO, or HCA
32 authority over Provider's professional judgment or direct the means by which they practice
33 within the scope of their licensed, certified, and/or registered practice.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

2.7 NON-DISCRIMINATION

2.7.1 Enrollment. Provider shall not differentiate or discriminate in providing services to individuals because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services. Provider shall render services to individuals in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.

2.7.2 Employment. Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, physical, sensory or mental disability unrelated to the individual’s ability to perform the duties of the particular job or position.

2.8 DATA INFORMATION SYSTEM REQUIREMENTS

2.8.1 Provider shall:

2.8.1.1 Have an educational records system that can report complete and accurate data to North Sound BH-ASO as specified in the North Sound BH-ASO P&P;

2.8.1.2 Remedy all data errors within 30 days of receipt of an error report from the North Sound BH-ASO IS;

2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error reports have been addressed;

2.9 CARE COORDINATION

2.9.1 Coordinate educational services. Provider shall coordinate all services for eligible individuals, including but not limited to educational services and mental health support medical-as needed, or as identified by North Sound BH-ASO.

2.9.2 Provision of data and information for purposes of care coordination. Provider shall cooperate with, participate in, and provide information and data in accordance to FERPA, to support North Sound BH-ASO’s care coordination activities and to meet HCA care coordination obligations.

1
2
3 2.10 **RECORDKEEPING AND CONFIDENTIALITY**
4

5 2.10.1 **Maintaining Individual Educational Records**

6 2.10.2 Provider shall maintain educational records for each individual to whom Provider
7 renders educational related services. Provider shall establish students' educational
8 records upon the individual's first encounter with Provider. The individual's
9 educational record shall contain all information required by state and federal law,
10 generally accepted and prevailing professional practice, applicable government
11 sponsored health programs, and all North Sound BH-ASO P&Ps.**Health Information**
12 **System**

13 Provider shall implement a documented educational information system and a privacy
14 security program that includes administrative, technical and physical safe guards designed
15 to prevent the accidental or unauthorized use or disclosure of educational records. The
16 information system and the privacy and security program shall, at a minimum, comply with
17 applicable FERPA regulations.
18

19
20 2.11 **NOTICES**

21 2.11.1 **Termination of Services**

22 Provider shall provide North Sound BH-ASO at least 120 calendar days written notice
23 before provider, any clinic, or subcontractor ceases to provide services to individuals.
24

25 2.11.2 **Reporting Fraud**

26 Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall
27 notify North Sound BH-ASO Compliance Department of all incidents or occasions of
28 suspected fraud, waste, or abuse involving Services provided to an individual. Provider
29 shall report a suspected incident of fraud, waste or abuse, including a credible allegation
30 of fraud, within five (5) business days of the date Provider first becomes aware of, or is on
31 notice of, such activity. The obligation to report suspected fraud, waste, or abuse shall
32 apply if the suspected conduct was perpetrated by Provider, Provider's employee, agent,
33 subcontractor, or individual. Provider shall establish P&P's for identifying, investigating,
34 and taking appropriate corrective action against suspected fraud, waste, or abuse.
35 Detailed information provided to employees and subcontractors regarding fraud and
36 abuse P&P's and the false Claims Act and the Washington false claims statutes RCW
37 Chapter 74.66 and 74.09.210. Upon request by North Sound BH-ASO, and/or HCA,
38 Provider shall confer with the appropriate State agency prior to or during any investigation
39 into suspected fraud, waste, or abuse.
40

41 2.12 **PROVIDER TRAINING AND EDUCATION**

42 Upon the request of North Sound BH-ASO, the Provider shall participate in training when
43 required by the North Sound BH-ASO and/or HCA.
44

45
46 2.12.1 **Exception to required training**

1 Requests to allow an exception to participation in a required training must be in
2 writing and include a plan for how the required information will be provided to
3 targeted Provider staff;

4 2.12.2 **Safety and violence-prevention training**

5 Provider shall ensure all community behavioral health employees who work
6 directly with individuals are provided with at least annual training on safety and
7 violence-prevention topics described in RCW 49.19.030;

8 2.12.3 **Cultural humility training**

9 Provider shall ensure all community behavioral health employees who work for
10 Providers are provided with at least annual training on cultural humility;

11 2.12.4 **Health Education/Training**

12 Provider shall ensure all community behavioral health employees who work
13 directly with individuals receive Health Education/Training as requested by North
14 Sound BH-ASO.

1 **ARTICLE THREE - TERM AND TERMINATION**

2 **3.1 TERM**

3 This Agreement is effective on August 1, 2022, and will remain in effect for an initial term of 2 years,
4 ending on August 31, 2024 (Initial Term), after which it will automatically renew for successive terms
5 of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided in this
6 Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not
7 less than 180 days prior to the end of the current term.
8

9 **3.2 TERMINATION WITHOUT CAUSE**

10 This Agreement may be terminated without cause by either party upon providing at least 90 days
11 written notice to the other party.
12

13 **3.3 TERMINATION WITH CAUSE**

14 Either party may terminate this Agreement by providing the other party with a minimum of 10
15 business days prior written notice in the event the other party commits a material breach of any
16 provision of this Agreement. Said notice must specify the nature of said material breach. The
17 breaching party shall have 7 business days from the date of the breaching party's receipt of the
18 foregoing notice to cure said material breach. In the event the breaching party fails to cure the
19 material breach within said 7 business day period, this Agreement shall automatically terminate upon
20 expiration of the 10 business days' notice period.
21

22 **3.4 IMMEDIATE TERMINATION**

23 Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may
24 immediately suspend or terminate the participation of a Provider in any or all products or services by
25 giving written notice thereof to Provider when North Sound BH-ASO determines that (i) based upon
26 available information, the continued participation of the Provider appears to constitute an immediate
27 threat or risk to the health, safety or welfare of individual(s), or (ii) Provider's fraud, malfeasance, or
28 non-compliance with any regulatory requirements is reasonably suspected. During such suspension,
29 the Provider shall, as directed by North Sound BH-ASO, discontinue the provision of all or a particular
30 contracted Service to individual(s). During the term of any suspension, Provider shall notify
31 individual(s) that their status as a Provider has been suspended. Such suspension will continue until
32 the Provider's participation is reinstated or terminated.
33

34 **3.5 TERMINATION DUE TO CHANGE IN FUNDING**

35 In the event funding from HCA, MCO, State, Federal, or other sources is withdrawn, reduced, or limited
36 in any way after the effective date of this Contract and prior to its normal completion, either party may
37 terminate this Contract subject to re-negotiations.
38

39 **3.5.1 TERMINATION PROCEDURE**

40 The following provisions shall survive and be binding on the parties in the event
41 this Contract is terminated:
42

43 **3.5.1.1** Provider and any applicable subcontractors shall cease to perform
44 any services required by this Contract as of the effective date of
45 termination and shall comply with all reasonable instructions
46 contained in the notice of termination which are related to the
47 transfer of individuals, distribution of property and termination of
48 services. Each party shall be responsible only for its performance in
49 accordance with the terms of this Contract rendered prior to the

1 effective date of termination. Provider and any applicable
2 subcontractors shall assist in the orderly transfer/transition of the
3 individuals served under this Contract. Provider and any applicable
4 subcontractors shall promptly supply all information necessary for
5 the reimbursement of any outstanding Medicaid claims.

6 3.5.1.2 Provider and any applicable subcontractors shall immediately
7 deliver to North Sound BH-ASO's Program Administrator or their
8 successor, all North Sound BH-ASO assets (property) in Provider and
9 any applicable subcontractor's possession and any property
10 produced under this Contract. Provider and any applicable
11 subcontractors grant North Sound BH-ASO the right to enter upon
12 Provider and any applicable subcontractor's premises for the sole
13 purpose of recovering any North Sound BH-ASO property that
14 Provider and any applicable subcontractors fails to return within 10
15 business days of termination of this Contract. Upon failure to return
16 North Sound BH-ASO property within 10 business days of the
17 termination of this Contract, Provider and any applicable
18 subcontractors shall be charged with all reasonable costs of
19 recovery, including transportation and attorney's fees. Provider and
20 any applicable subcontractors shall protect and preserve any
21 property of North Sound BH-ASO that is in the possession of
22 Provider and any applicable subcontractors pending return to North
23 Sound BH-ASO.

24 3.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those
25 services authorized and provided through the date of termination.
26 North Sound BH-ASO may pay an amount agreed to by the parties
27 for partially completed work and services, if work products are
28 useful to or usable by North Sound BH-ASO.

29 3.5.1.4 If the Program Administrator terminates this Contract for default,
30 North Sound BH-ASO may withhold a sum from the final payment to
31 Provider that North Sound BH-ASO determines is necessary to
32 protect North Sound BH-ASO against loss or additional liability
33 occasioned by the alleged default. North Sound BH-ASO shall be
34 entitled to all remedies available at law, in equity, or under this
35 Contract. If it is later determined Provider was not in default, or if
36 Provider terminated this Contract for default, Provider shall be
37 entitled to all remedies available at law, in equity, or under this
38 Contract.

39
40 Should the contract be terminated by either party, North Sound BH-
41 ASO will require the spend-down of all remaining reserves and fund
42 balances within the termination period. Funds will be deducted
43 from the final months' payments until reserves and fund balances
44 are spent. Should the contract be terminated by either

1 party, Provider shall be responsible to provide all behavioral health
2 services through the end of the month for which they have received
3 payment.
4

5 **3.6 TERMINATION NOTIFICATION TO INDIVIDUALS**

6 North Sound BH-ASO will inform affected individuals of any termination pursuant to this
7 Contract in accordance with the process set forth in the applicable MCO P&P's. Individuals
8 may be required to select another Provider contracted with North Sound BH-ASO prior to the
9 effective date of termination of this Contract.
10

1 **ARTICLE FOUR - FINANCIAL TERMS AND CONDITIONS**

2 **4.1 GENERAL FISCAL ASSURANCES**

3 Provider shall comply with all applicable laws and standards, including Generally Accepted
4 Accounting Principles and maintain, at a minimum, a financial management system that is a
5 viable, single, integrated system with sufficient sophistication and capability to effectively and
6 efficiently process, track and manage all fiscal matters and transactions. The parties’
7 respective fiscal obligations and rights set forth in this section shall continue after termination
8 of this Contract until such time as the financial matters between the parties resulting from this
9 Contract are completed.
10

11 **4.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:
13

- 14 4.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting
15 the public behavioral health system operated by Provider. Administration costs
16 shall be measured on a fiscal year basis and based on the information reported in
17 the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.
- 18 4.2.2 The Provider shall establish and maintain a system of accounting and internal
19 controls which complies with generally accepted accounting principles
20 promulgated by the Financial Accounting Standards Board (FASB), the
21 Governmental Accounting Standards Board (GASB), or both as is applicable to the
22 Provider’s form of incorporation.
- 23 4.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant
24 to this Contract, are used to support the public behavioral health system within the
25 Service Area;
- 26 4.2.4 Ensure under no circumstances are individuals charged for any covered services,
27 including those out-of-network services purchased on their behalf;
- 28 4.2.5 Produce annual, audited financial statements upon completion and make such
29 reports available to North Sound BH-ASO upon request.

30
31 **4.2.5.1 Financial Reporting**

32 Provider shall provide the following reports to North Sound BH-ASO:
33

- 34 4.2.5.1.1 The North Sound BH-ASO shall reimburse the Provider for
35 satisfactory completion of the services and requirements
36 specified in this Contract and its attached exhibit(s).
- 37 4.2.5.1.2 The Provider shall submit an invoice within 30 days from
38 the service month (i.e., services in June invoiced on or
39 before August 1st) along with all accompanying reports as
40 specified in the attached exhibit(s), including its final
41 invoice and all outstanding reports. The North Sound BH-
42 ASO shall initiate authorization for payment to the Provider
43 not more than 30 days after a timely, complete and
44 accurate invoice is received.
45

1
2
3
4
5
6
7
8
9
10

4.2.5.1.3 The Provider shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Provider’s final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the North Sound BH-ASO will be relieved of all liability for payment to the Provider of the amounts set forth in said invoice or any subsequent invoice.

1 **ARTICLE FIVE -OVERSIGHT AND REMEDIES**

2 **5.1 OVERSIGHT AUTHORITY**

3
4 North Sound BH-ASO will conduct reviews, when indicated, in accordance with its oversight of
5 resource, utilization and quality management, as well as, ensure Provider has the
6 administrative and fiscal structures to enable them to perform in accordance with the terms
7 of the contract. Such reviews may include, but are not limited to: utilization reviews, ,
8 program integrity, administrative structures reviews, fiscal management and contract
9 compliance. Reviews may include desk reviews, requiring Provider to submit requested
10 information.

11
12 **5.2 REMEDIAL ACTION**

13 North Sound BH-ASO may require Provider to plan and execute a corrective action based on
14 any deficiencies identified in a review. Corrective Action Plan (CAP) developed by Provider
15 must be submitted for approval to North Sound BH-ASO within 30 calendar days of
16 notification. CAP must be provided in a format acceptable to North Sound BH-ASO. North
17 Sound BH-ASO may extend or reduce the time allowed for corrective action depending upon
18 the nature of the situation as determined by North Sound BH-ASO.

19
20
21 **5.3 NOTICE REQUIREMENTS**

22 Whenever this Contract provides for notice to be provided by one (1) party to another, such
23 notice shall be in writing and directed to the chief executive office of the Provider and the
24 project representative of the County department specified on page one (1) of this Contract.
25 Any time within which a party must take some action shall be computed from the date that
26 the notice is received by said party.
27

1 **ARTICLE SIX - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

2
3 **6.1 BACKGROUND**

4 North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan,
5 Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the
6 Director of HCA (Director). These counties entered into an inter-local agreement to allow
7 North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(13), to operate
8 a single managed system of services for persons with behavioral illness living in the service
9 area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area).
10 North Sound BH-ASO is party to an interagency agreement with the Director, pursuant to
11 which North Sound BH-ASO has agreed to provide integrated community support, crisis
12 response services to people needing such services in its Service Area. North Sound BH-ASO,
13 through this Contract, is subcontracting with Provider for the provision of specific behavioral
14 health services as required by the agreement with the Director. Provider, by signing this
15 Contract, attests it is willing and able to provide such services in the Service Area.
16

17 **6.2 MUTUAL COMMITMENTS**

18 The parties to this Contract are mutually committed to the development of an efficient, cost
19 effective, integrated, person-centered, age specific recovery and resilience model approach to
20 the delivery of quality community behavioral health services. To that end, the parties are
21 mutually committed to maximizing the availability of resources to provide needed behavioral
22 health services in the Service Area, maximizing the portion of those resources used for the
23 provision of direct services and minimizing duplication of effort.
24

25 **6.3 ASSIGNMENT**

26 Except as otherwise provided within this Contract, this Contract may not be assigned,
27 delegated, or transferred by Provider without the express written consent of North Sound BH-
28 ASO and any attempt to transfer or assign this Contract without such consent shall be void.
29 The terms “assigned”, “delegated”, or “transferred” shall include change of business structure
30 to a limited liability company of any Provider Member or Affiliate Agency.
31

32 **6.4 AUTHORITY**

33 Concurrent with the execution of this Contract, Provider shall furnish North Sound BH-ASO
34 with a copy of the explicit written authorization of its governing body to enter into this
35 Contract and accept the financial risk and responsibility to carry out all terms of this Contract
36 including the ability to pay for all expenses incurred during the contract period. Likewise,
37 concurrent with the execution of this Contract, North Sound BH-ASO shall furnish, upon
38 request, Provider with a written copy of the motion, resolution, or ordinance passed by North
39 Sound BH-ASO’s County Authorities Executive Committee authorizing North Sound BH-ASO to
40 execute this Contract.
41

1 **6.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 The parties shall comply with all relevant state or federal law, policy, directive, or government
3 sponsored program requirements relating to the subject matter of this Agreement. The provisions of
4 this Agreement shall be construed in a manner that reflects consistency and compliance with such
5 laws, policies and directives. Without limiting the generality of the foregoing, the parties shall comply
6 with applicable provisions of this Agreement and the Supplemental Provider Service Guide,
7 incorporated herein:
8

- 9 6.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
- 10 6.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 11 6.5.3 Americans with Disabilities Act (ADA) of 1990;
- 12 6.5.4 Title VI of the Civil Rights Act of 1964;
- 13 6.5.5 Age Discrimination Act of 1975;
- 14 6.5.6 All local, State and Federal professional and facility licensing and certification
15 requirements/standards that apply to services performed under the terms of this
16 Contract;
- 17 6.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 18 6.5.8 All applicable standards, orders, or requirements issued under Section 306 of the
19 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
20 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
21 CFR Part 15), which prohibit the use of facilities included on the EPA List of
22 Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the
23 EPA.
- 24 6.5.9 Any applicable mandatory standards and policies relating to energy efficiency,
25 which are contained in the State Energy Conservation Plan, issued in compliance
26 with the federal Energy Policy and Conservation Act;
- 27 6.5.10 Those specified in RCW Title 18 for professional licensing;
- 28 6.5.11 Reporting of abuse as required by RCW 26.44.030;
- 29 6.5.12 Industrial insurance coverage as required by RCW Title 51;
- 30 6.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
- 31 6.5.14 WAC 388-865 and 388-877 388-877A and 388-877B;
- 32 6.5.15 Provider must ensure it does not: a) operate any physician incentive plan as
33 described in 42 CFR §422.208; and b) does not Contract with any subcontractor
34 operating such a plan.
- 35 6.5.16 HCA/MCO Quality Strategy;
- 36 6.5.17 State of Washington behavioral health system mission statement, value statement
37 and guiding principles for the system, hereto as Exhibit D;
- 38 6.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
39 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
40 Instructions;
- 41 6.5.19 Any applicable federal and state laws that pertain to individual’s rights. Provider
42 shall ensure its staff takes those rights into account when furnishing services to
43 individuals.

- 1 6.5.20 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which
- 2 prohibits making payments directly or indirectly to physicians or other providers as
- 3 an inducement to reduce or limit behavioral health services provided to
- 4 individuals;
- 5 6.5.21 Any P&P's developed by DSHS/HCA which governs the spend-down of individual's
- 6 assets;
- 7 6.5.22 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
- 8 knowingly have a director, officer, partner, or person with a beneficial ownership
- 9 of more than five (5%) of Provider, BHA or subcontractor's equity, or an employee,
- 10 Provider, or consultant who is significant or material to the provision of services
- 11 under this Contract, who has been, or is affiliated with someone who has been,
- 12 debarred, suspended, or otherwise excluded by any federal agency.
- 13 6.5.23 Federal and State non-discrimination laws and regulations;
- 14 6.5.24 HIPAA (45 CFR parts 160-164);
- 15 6.5.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Part 2;
- 16 6.5.26 HCA-CIS Data Dictionary and its successors;
- 17 6.5.27 Federal funds must not be used for any lobbying activities.

18

19 If Provider is in violation of a federal law or regulation and Federal Financial Participation is

20 recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North

21 Sound BH-ASO within 20 days of such recoupment.

22

23 Upon notification from HCA/MCO, North Sound BH-ASO shall notify Provider in writing of

24 changes/modifications in HCA contract requirements.

25

26 **6.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

27 Provider shall comply with all North Sound BH-ASO Supplemental Provider Service Guide and

28 operational policies that pertain to the delivery of services under this Contract that are in

29 effect when the Contract is signed or come into effect during the term of the Contract. North

30 Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements

31 affecting this Contract immediately upon North Sound BH-ASO receiving knowledge of such

32 change.

33

34 **6.7 CONFIDENTIALITY OF PERSONAL INFORMATION**

35 Provider shall protect all Personal Information, records and data from unauthorized disclosure

36 in accordance with FERPA laws and regulations. Provider shall have a process in place to

37 ensure all components of its provider network and system understand and comply with

38 confidentiality requirements for publicly funded behavioral health services. Provider shall

39 read and comply with all FERPA policies.

40

- 1 **6.8 CONTRACT PERFORMANCE/ENFORCEMENT**
2 North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including the
3 "cut through" right to enforce performance should Provider be unwilling or unable to enforce
4 action on the part of its subcontractor(s). In the event Provider dissolves or otherwise
5 discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to
6 enforce the terms and conditions of this Contract directly with subcontractors; provided North
7 Sound BH-ASO keeps Provider reasonably informed concerning such enforcement. Provider
8 shall include this clause in its contracts with its subcontractors. In the event of the dissolution
9 of Provider, North Sound BH-ASO's rights in indemnification shall survive.
10
- 11 **6.9 COOPERATION**
12 The parties to this Contract shall cooperate in good faith to effectuate the terms and
13 conditions of this Contract.
14
- 15 **6.10 DEBARMENT CERTIFICATION**
16 Provider, by signature to this Contract, certifies Provider and any Owners are not presently
17 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by
18 any Federal department or agency from participating in transactions (Debarred) and is not
19 listed in the Excluded Parties List System in the System for Award Management (SAM)
20 website. Provider shall immediately notify North Sound BH-ASO if, during the term of this
21 Contract, Provider becomes debarred.
22
- 23 **6.11 EXECUTION, AMENDMENT AND WAIVER**
24 This Contract shall be binding on all parties only upon signature by authorized representatives
25 of each party. This Contract or any provision may be amended during the contract period, if
26 circumstances warrant, by a written amendment executed by all parties. Only North Sound
27 BH-ASO's Program Administrator or designee has authority to waive any provision of this
28 Contract on behalf of North Sound BH-ASO.
29
- 30 **6.12 HEADINGS AND CAPTIONS**
31 The headings and captions used in this Contract are for reference and convenience only and in
32 no way define, limit, or decide the scope or intent of any provisions or sections of this
33 Contract.
34
- 35 **6.13 INDEMNIFICATION**
36 Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO harmless
37 (including all costs and attorney fees) from all claims for personal injury, property damage
38 and/or disclosure of confidential information, including claims against North Sound BH-ASO
39 for the negligent hiring, retention and/or supervision of Provider and/or from the imposition
40 of governmental fines or penalties resulting from the acts or omissions of Provider and its
41 subcontractors related to the performance of this contract. North Sound BH-ASO shall be
42 responsible and shall indemnify and hold Provider harmless (including all costs and attorney
43 fees) from all claims for personal injury, property damage and disclosure of confidential
44 information and from the imposition of governmental fines or penalties resulting from the

1 acts or omissions of North Sound BH-ASO. Except to the extent caused by the gross
2 negligence and/or willful misconduct of North Sound BH-ASO, Provider shall indemnify and
3 hold North Sound BH-ASO harmless from any claims made by non-participating BHAs related
4 to the provision of services under this Contract. For the purposes of these indemnifications,
5 the Parties specifically and expressly waive any immunity granted under the Washington
6 Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed
7 to by the Parties. The provision of this section shall survive the expiration or termination of
8 the Contract.
9

1 6.14 **INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**
2 The parties intend that an independent contractor relationship be created by this contract.
3 Provider acknowledges that Provider, its employees, or subcontractors are not officers,
4 employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's
5 employees and subcontractors out as, nor claim status as, officers, employees, or agents of
6 North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or
7 subcontractors any rights, privileges, or benefits which would accrue to an employee of North
8 Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all
9 obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider,
10 Provider's employees and subcontractors unless specified in this Contract.
11

12 6.15 **INSURANCE**
13 North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all
14 exposure to tort liability, general liability, property damage liability and vehicle liability, if
15 applicable, as provided by RCW 43.19.
16
17 By the date of execution of this Contract and post 15 days renewal of said contract, the
18 Provider shall procure and maintain insurance for the duration of this Contract, Provider shall
19 carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury,
20 property damage, and contractual liability, with the following minimum limits: Each
21 Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of
22 premises, operations, independent contractors, personal injury, advertising injury, and liability
23 assumed under an insured contract. The costs of such insurance shall be paid by the Provider
24 or subcontractor. The Provider may furnish separate certificates of insurance and policy
25 endorsements for each subcontractor as evidence of compliance with the insurance
26 requirements of this Contract. The Provider is responsible for ensuring compliance with all of
27 the insurance requirements stated herein. Failure by the Provider, its agents, employees,
28 officers, subcontractors, providers, and/or provider subcontractors to comply with the
29 insurance requirements stated herein shall constitute a material breach of this Contract. All
30 non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).
31

32 6.16 **INTEGRATION**
33 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
34 parties. No other understandings, oral or otherwise, regarding the subject matter of this
35 Contract shall be deemed to exist or to bind any of the parties hereto.
36

37 6.17 **MAINTENANCE OF RECORDS**
38 Provider shall prepare, maintain and retain accurate records, including appropriate medical
39 records and administrative and financial records, related to this Agreement and to Services
40 provided hereunder in accordance with industry standards, applicable federal and state
41 statutes and regulations, and state and federal sponsored health program requirements. Such
42 records shall be maintained for the maximum period required by federal or state law. North
43 Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound
44 BH-ASO to perform its obligations hereunder, to comply with federal and state laws and
45 regulations, and to ensure compliance with applicable accreditation and HCA requirements.

1 Provider shall completely and accurately report encounter data to North Sound BH-ASO and
2 shall certify the accuracy and completeness of all encounter data submitted. Provider shall
3 ensure that it and all of its subcontractors that are required to report encounter data, have
4 the capacity to submit all data necessary to enable the North Sound BH-ASO to meet the
5 reporting requirements in the Encounter Data Transaction Guide published by HCA, or other
6 requirements HCA may develop and impose on North Sound BH-ASO or Provider.
7

8 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
9 sponsored health programs and associated contracts, Provider shall provide to North Sound
10 BH-ASO direct access and/or copies of all information, encounter data, statistical data, and
11 treatment records pertaining to Members who receive Services hereunder, or in conjunction
12 with claims reviews, quality improvement programs, grievances and appeals and peer
13 reviews.
14

15 **6.18 NOTICE OF AMENDMENT**

16 Except when a longer period is requested by applicable law, North Sound BH-ASO may amend
17 this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to
18 North Sound BH-ASO a written notice of rejection of the amendment within that 30-day
19 period, the amendment shall be deemed accepted by and shall be binding upon Provider.
20

21 **6.19 NO WAIVER OF RIGHTS**

22 A failure by either party to exercise its rights under this Contract shall not preclude that party
23 from subsequent exercise of such rights and shall not constitute a waiver of any other rights
24 under this Contract unless stated to be such in writing signed by an authorized representative
25 of the party and attached to the original Contract.
26

27 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of
28 any subsequent breach and shall not be construed to be a modification of the terms and
29 conditions of this Contract.
30

31 **6.20 ONGOING SERVICES**

32 Provider and its subcontractors shall ensure in the event of labor disputes or job actions,
33 including work slowdowns, such as "sick outs", or other activities within its service BHA
34 network, uninterrupted services shall be available as required by the terms of this Contract.
35

36 **6.21 OVERPAYMENTS**

37 In the event Provider fails to comply with any of the terms and conditions of this Contract and
38 results in an overpayment, North Sound BH-ASO may recover the amount due HCA, MCO, or
39 other federal or state agency subject to dispute resolution as set forth in the contract. In the
40 case of overpayment, Provider shall cooperate in the recoupment process and return to North
41 Sound BH-ASO the amount due upon demand.
42

1 **6.22 OWNERSHIP OF MATERIALS**

2 The parties to this Contract hereby mutually agree that if any patentable or copyrightable
3 material or article should result from the work described herein, all rights accruing from such
4 material or article shall be the sole property of North Sound BH-ASO. The North Sound BH-
5 ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-
6 free license to use, according to law, any material or article and use any method that may be
7 developed as part of the work under this Contract.

8
9 The foregoing products license shall not apply to existing training materials, consulting aids,
10 checklists, and other materials and documents of the Provider which are modified for use in
11 the performance of this Contract.

12
13 The foregoing provisions of this section shall not apply to existing training materials,
14 consulting aids, checklists, and other materials and documents of the Provider that are not
15 modified for use in the performance of this Contract.

16
17 **6.23 PERFORMANCE**

18 Provider shall furnish the necessary personnel, materials/behavioral health services and
19 otherwise do all things for, or incidental to, the performance of the work set forth here and as
20 attached. Unless specifically stated, Provider is responsible for performing or ensuring all
21 fiscal and program responsibilities required in this contract. No subcontract will terminate the
22 legal responsibility of Provider to perform the terms of this Contract.

23
24 **6.24 RESOLUTION OF DISPUTES**

25 Each Party shall cooperate in good faith and deal fairly in its performance hereunder to
26 accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and
27 confer to resolve any problems that arise. If a dispute is not resolved, the Parties will
28 participate in and equally share the expense of a mediation conducted by a neutral third-party
29 professional prior to initiating litigation or arbitration. If the dispute is not resolved through
30 mediation, the parties agree to litigate their dispute in Skagit County Superior Court. The
31 prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses
32 incurred. This Agreement shall be governed by laws of the State of Washington, both as to
33 interpretation and performance.

34
35 **6.25 SEVERABILITY AND CONFORMITY**

36 The provisions of this Contract are severable. If any provision of this Contract, including any
37 provision of any document incorporated by reference is held invalid by any court, that
38 invalidity shall not affect the other provisions of this Contract and the invalid provision shall
39 be considered modified to conform to existing law.

40
41 **6.26 SINGLE AUDIT ACT**

42 If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB Uniform
43 Guidance Subpart F, Provider and its subcontractors shall maintain records that identify all
44 Federal funds received and expended. Such funds shall be identified by the appropriate OMB

1 Catalog of Federal Domestic Assistance titles and numbers, award names, award numbers,
2 and award years (if awards are for research and development), as well as, names of the
3 Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's
4 records available for review or audit by officials of the Federal awarding agency, the General
5 Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform
6 Guidance Subpart F audit requirements into all contracts between Provider and its
7 subcontractors who are sub recipients. Provider and its subcontractors shall comply with any
8 future amendments to OMB Uniform Guidance Subpart F and any successor or replacement
9 Circular or regulation.

10
11 If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal
12 awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall
13 procure and pay for a single or program-specific audit for that fiscal year. Upon completion of
14 each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's
15 Program Administrator the data collection form and reporting package specified in OMB
16 Uniform Guidance Subpart F, reports required by the program-specific audit guide, if
17 applicable and a copy of any management letters issued by the auditor.

18
19 For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart F,
20 Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible
21 individuals are not considered Federal awards expended under this part of the rule unless a
22 State requires the fund to be treated as Federal awards expended because reimbursement is
23 on a cost-reimbursement basis.

24 25 **6.27 SUBCONTRACTS**

26 Provider may subcontract services to be provided under this Contract subject to the following
27 requirements.

- 28
29 6.27.1 The Provider shall not assign or subcontract any portion of this Contract or transfer
30 or assign any claim arising pursuant to this Contract without the written consent of
31 North Sound BH-ASO Said consent must be sought in writing by the Provider not
32 less than 15 days prior to the date of any proposed assignment.
- 33 6.27.2 Provider shall be responsible for the acts and omissions of any subcontractor.
- 34 6.27.3 Provider must ensure the subcontractor neither employs any person nor contracts
35 with any person or BHA excluded from participation in federal health care
36 programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or
37 suspended per this Contract's General Terms and Conditions.
- 38 6.27.4 Provider shall require subcontractors to comply with all applicable federal and
39 state laws, regulations and operational policies as specified in this Contract.
- 40 6.27.5 Provider shall require subcontractors to comply with all applicable North Sound
41 BH-ASO operational policies as applicable.
- 42 6.27.6 Subcontracts for the provision of behavioral health services must require
43 subcontractors to provide individuals access to translated information and
44 interpreter services.

- 1 6.27.7 Provider shall ensure a process is in place to demonstrate all third-party resources
- 2 are identified and pursued.
- 3 6.27.8 Provider shall oversee, be accountable for and monitor all functions and
- 4 responsibilities delegated to a subcontractor for conformance with any applicable
- 5 statement of work in this Contract on an ongoing basis including written reviews.
- 6 6.27.9 Provider will monitor performance of the subcontractors on an annual basis and
- 7 notify North Sound BH-ASO of any identified deficiencies or areas for improvement
- 8 requiring corrective action by Provider.
- 9 6.27.10 The Provider agrees to include the following language verbatim in every
- 10 subcontract for services which relate to the subject matter of this Contract:

11
12 “Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its

13 officers, employees and agents from any and all costs, claims, judgments, and/or awards of

14 damages arising out of, or in any way resulting from the negligent act or omissions of

15 subcontractor, its officers, employees, and/or agents in connection with or in support of this

16 Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a

17 third-party beneficiary to this Contract and shall have the right to bring an action against

18 subcontractor to enforce the provisions of this paragraph.”

19
20 Those written subcontracts shall:

- 21
- 22 6.27.11 Require subcontractors to hold all necessary licenses, certifications/permits as
- 23 required by law for the performance of the services to be performed under this
- 24 Contract;
- 25 6.27.12 Require subcontractors to notify Provider in the event of a change in status of any
- 26 required license or certification;
- 27 6.27.13 Include clear means to revoke delegation, impose corrective action, or take other
- 28 remedial actions if the subcontractor fails to comply with the terms of the
- 29 subcontract;
- 30 6.27.14 Require the subcontractor to correct any areas of deficiencies in the
- 31 subcontractor’s performance that are identified by Provider, North Sound BH-
- 32 ASO/HCA;
- 33 6.27.15 Require best efforts to provide written or oral notification within 15 business days
- 34 of termination of a Primary Care Provider (PCP) to individuals currently open for
- 35 services who had received a service from the affected PCP in the previous 60 days.
- 36 Notification must be verifiable in the individual’s medical record at the
- 37 subcontractor.

38

39 **6.28 SURVIVABILITY**

40 The terms and conditions contained in this Contract by their sense and context are intended

41 to survive the expiration of this Contract and shall so survive. Surviving terms include but are

42 not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and

43 Enforcement, Confidentiality of Individual Information, Resolution of Disputes,

44 Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and

45 Contract Administration Warranties and Survivability.

46

1 6.29 **TREATMENT OF INDIVIDUAL’S PROPERTY**

2 Unless otherwise provided in this Contract, Provider shall ensure any adult individual receiving
3 services from Provider under this Contract has unrestricted access to the individual’s personal
4 property. Provider shall not interfere with any adult individual’s ownership, possession, or
5 use of the individual’s property unless clinically indicated. Provider shall provide individuals
6 under age 18 with reasonable access to their personal property that is appropriate to the
7 individual’s age, development and needs. Upon termination of this Contract, Provider shall
8 immediately release to the individual and/or guardian or custodian all the individual’s
9 personal property.
10

11 6.30 **WARRANTIES**

12 The parties’ obligations are warranted and represented by each to be individually binding for
13 the benefit of the other party. Provider warrants and represents it is able to perform its
14 obligations set forth in this Contract and such obligations are binding upon Provider and other
15 subcontractors for the benefit of North Sound BH-ASO.
16

17 6.31 **CONTRACT CERTIFICATION**

18 By signing this Contract, the Provider certifies that in addition to agreeing to the terms and
19 conditions provided herein, the Provider certifies that it has read and understands the
20 contracting requirements and agrees to comply with all of the contract terms and conditions
21 detailed on this contract and exhibits incorporated herein by reference.
22

23 The Program Administrator for North Sound BH-ASO, LLC is:

24
25 Joe Valentine, Executive Director
26 North Sound BH-ASO
27 2021 E. College Way, Suite 101
28 Mount Vernon, WA 98273
29

30 The Program Administrator for Bellingham School District is:

31
32 Insert Provider Signee and Title
33 Insert Provider Name
34 Insert Provider Address
35 Insert City, State Zip
36

37 Changes shall be provided to the other party in writing within 10 business days.
38

1
2 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

3
4
5 **NORTH SOUND BH-ASO** **BELLINGHAM SCHOOL DISTRICT**

6
7
8
9
10 _____
11 Joe Valentine Date Provider Signee Date
Executive Director Title

North Sound Behavioral Health Administrative Services Organization
Trauma Informed Counseling
Cost Reimbursement Budget
Bellingham School District
August 1, 2022 to August 31, 2024

Revenues

GFS Proviso Funds		300,000
Total	<u>\$</u>	<u>300,000</u>

Expenses

Trauma Informed Counseling		300,000
Total	<u>\$</u>	<u>300,000</u>

**North Sound Behavioral Health Administrative Service Organization
Trauma Informed Counselling Services to Children and Youth
in Whatcom County School Districts and Bellingham School District
Statement of Work**

Purpose

To ensure that trauma-informed counseling services are available to children and youth attending Whatcom County school districts serving communities with demonstrated financial need.

Services

Trauma-informed counseling services broadly construed.

Priority Populations

Students in need of behavioral health supports attending schools that are eligible for high-poverty allocations from the learning assistance program.

Program Staffing

Appropriately credentialed behavioral health professionals with training in trauma-informed care.

Reporting

Quarterly updates with the following information:

- School Name
- School District
- County
- Description of the process used to verify that providers are appropriately credentialed behavioral health professionals