

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

FEDERAL BLOCK GRANT CONTRACT

**CFDA 93.958 COMMUNITY MENTAL HEALTH
BLOCK GRANT (MHBG)**

WITH

TELECARE CORPORATION

CONTRACT #NORTH SOUND BH-ASO-TELECARE-FBG-23

EFFECTIVE JANUARY 1, 2023

TABLE OF CONTENTS

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
42
43
44

- A. DEFINITIONS 5
- B. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR..... 8
 - 1. BACKGROUND..... 8
 - 2. MUTUAL COMMITMENTS 8
 - 3. ASSIGNMENT..... 8
 - 4. AUTHORITY..... 8
 - 5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES..... 9
 - 6. COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL POLICIES..... 10
 - 7. CONFIDENTIALITY OF PERSONAL INFORMATION 10
 - 8. CONTRACT PERFORMANCE/ENFORCEMENT 10
 - 9. COOPERATION 10
 - 10. DEBARMENT CERTIFICATION..... 10
 - 11. EXECUTION, AMENDMENT AND WAIVER..... 11
 - 12. HEADINGS AND CAPTIONS..... 11
 - 13. INDEMNIFICATION..... 11
 - 14. INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO..... 11
 - 15. INSURANCE..... 12
 - 16. INTEGRATION..... 12
 - 17. MAINTENANCE OF RECORDS..... 12
 - 18. NO WAIVER OF RIGHTS..... 13
 - 19. ONGOING SERVICES 13
 - 20. ORDER OF PRECEDENCE 13
 - 21. ORGANIZATIONAL CHANGES..... 13
 - 22. OVERPAYMENTS..... 14
 - 23. OWNERSHIP OF MATERIALS 14
 - 24. PERFORMANCE..... 14
 - 25. RESOLUTION OF DISPUTES..... 14
 - 26. SEVERABILITY AND CONFORMITY 15
 - 27. SINGLE AUDIT ACT 15
 - 28. SUBRECIPIENTS..... 15
 - 29. SUBCONTRACTS..... 16
 - 30. SURVIVABILITY 17
 - 31. TERM..... 17
 - 32. TREATMENT OF INDIVIDUAL’S PROPERTY 18
 - 33. WARRANTIES..... 18
 - 34. CONTRACT ADMINISTRATION 18
- C. PERFORMANCE STANDARDS 19
 - 1. INDEPENDENT PEER REVIEW (45 CFR 96.136)..... 19
 - 2. BACKGROUND CHECKS (RCW 43.43.832)..... 19
 - 3. DELIVERABLES, PLANS AND REPORTS..... 19
- D. FINANCIAL TERMS AND CONDITIONS..... 20
 - 1. GENERAL FISCAL ASSURANCES 20
 - 2. FINANCIAL ACCOUNTING REQUIREMENTS 20

1	3.	RULES COMPLIANCE.....	20
2	4.	USES AND USE RESTRICTIONS	21
3	E.	OVERSIGHT, REMEDIES AND TERMINATION	23
4	1.	OVERSIGHT AUTHORITY	23
5	2.	REMEDIAL ACTION	23
6	3.	PAYMENT WITHHOLD	25
7	4.	INDIVIDUALS SERVICED BY MEDICAID AND OTHER MENTAL HEALTH PROGRAM ARE NOT	
8		THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT.....	25
9	5.	ADDITIONAL FINANCIAL PENALTIES – HCA IMPOSED SANCTIONS	25
10	6.	TERMINATION DUE TO CHANGE IN FUNDING.....	25
11	7.	TERMINATION FOR CONVENIENCE	25
12	8.	TERMINATION FOR DEFAULT	25
13	9.	TERMINATION PROCEDURE.....	26
14			
15			

1 **EXHIBITS**

2

3 **Incorporation of Exhibits**

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

8

9 Exhibit A – Schedule of Services

10

11 Exhibit B – Compensation Schedule

12

13 Exhibit C – Supplemental Provider Service Guide [Supplemental Provider Service Guide | North Sound](http://www.nsbhaso.org)
14 [BH-ASO \(nsbhaso.org\)](http://www.nsbhaso.org)

15

16 Exhibit D - Provider Deliverables

17

18 Exhibit E - Budget

19

20 Exhibit F - Federal Award Identification – Block Grant for Community Mental Health Services

21

22 Exhibit G - Peer Bridger Program

23

24

25

26

27

28

29

30

31

32

33

34

35

1 **93.958/93.959 COMMUNITY FEDERAL BLOCK GRANT CONTRACT**

2
3 **THIS BEHAVIORAL HEALTH SERVICES CONTRACT** (the “Contract”), pursuant to Revised Code of
4 Washington (RCW) Chapter 71.24 and all relevant and associated statutes, as amended, is made and
5 entered into by and between the NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
6 ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to
7 RCW Chapter 71.24, 2021 E College Way, Ste. 110, Mount Vernon, Washington 98273-5462 and
8 TELECARE CORPORATION (TELECARE) (Contractor), 1080 Marina Village Parkway, Suite 100, Alameda,
9 California 94501.

10
11 This Contract incorporates the Contract’s Exhibits to the Contract and other documents incorporated
12 by reference.

13
14 The effective date of this Contract is January 1, 2023.

15
16 **A. DEFINITIONS**

17 The words and phrases listed below, as used in the Contract, shall each have the following
18 definitions.

19
20 Contract means this document, the General Terms and Conditions, and any Special Terms and
21 Conditions, including any Exhibits and other documents attached or incorporated by reference.

22
23 Behavioral Health Agency means an agency that is licensed by the State of Washington to
24 provide mental health and/or substance use disorder treatment and is subcontracted under
25 this contract to provide services.

26
27 BH-ASO Advisory Board according to RCW 71.24.300 means the behavioral health advisory
28 board appointed by each BH-ASO, which reviews and provides comments on plans and policies
29 related to service delivery and outcomes. As per Washington Administrative Code (WAC) 182-
30 538C-252, the BH-ASO must promote active engagement with persons with behavioral
31 disorders, their families, and service providers by soliciting and using input to improve its
32 services and appoints an Advisory Board to fulfill this purpose.

33
34 Code of Federal Regulations (CFR) means all references in this Contract to CFR chapters or
35 sections shall include any successor, amended, or replacement regulation. The CFR may be
36 accessed at [Code of Federal Regulations \(Annual Edition\) | GovInfo](#).

37
38 Cost Reimbursement means the subcontractor is reimbursed for actual expenses up to the
39 maximum consideration allowed in the contract.

40
41 Cultural Competence means a set of congruent behaviors, attitudes and policies that come
42 together in a system or agency and enable that system or agency to work effectively in cross-
43 cultural situations. A culturally competent system of care acknowledges and incorporates at all
44 levels the importance of language and culture, assessment of cross-cultural relations,

1 knowledge and acceptance of dynamics of cultural differences, expansion of cultural
2 knowledge and adaptation of services to meet culturally unique needs.

3 Cultural Humility means the continuous application in professional practice of self-reflection
4 and self-critique, learning from patients, and partnership building, with an awareness of the
5 limited ability to understand the patient’s worldview, culture(s), and communities.

6
7 Debarment means an action taken by a federal official to exclude a person or business entity
8 from participating in transactions involving certain federal funds.

9
10 For Profit means of business or institution initiated or operated for the purpose of making a
11 profit.

12
13 Health Care Authority (HCA) means the Washington State Health Care Authority, any division,
14 section, office unit or other entity of HCA or any of the officers or to the officials lawfully
15 representing HCA.

16
17 Housing Services means the services or activities designed to assist individuals or families in
18 locating, obtaining or retaining suitable housing. Component services or activities may include
19 tenant counseling, helping individuals and families to identify and correct substandard housing
20 conditions on behalf of individuals and families who are unable to protect their own interests
21 and assisting individuals and families to understand leases, secure utilities and make moving
22 arrangements.

23
24 Independent Peer Review means to assess the quality, appropriateness and efficiency of
25 treatment services provided in the State to individuals under the program involved.

26
27 Individual means any person in the Regional Service Area (RSA) regardless of income, ability to
28 pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual"
29 means a person who has applied for, is eligible for, or who has received General Fund –
30 State/Federal Block Grant (GFS/FBG) services through this contract.

31
32 Mental Health Block Grant (MHBG) means those funds granted by the Secretary Health and
33 Human Services (HHS), through the Center for Mental Health Services (CMHS), Substance
34 Abuse and Mental Health Services Administration (SAMHSA).

35
36 Performance-based means the subcontractor is compensated on attainment of specific
37 outcomes.

38
39 Personal Information means information identifiable to any person, including, but not limited
40 to, information that relates to a person’s name, health, finances, education, business, use or
41 receipt of governmental services or other activities, addresses, telephone numbers, social
42 security numbers, driver license numbers, other identifying numbers, and any financial
43 identifiers.

44

1 Revised Code of Washington (RCW) means all references in this Contract to RCW chapters or
2 sections shall include any successor, amended, or replacement statute. The RCW can be
3 accessed at <http://slc.leg.wa.gov>.

4 Recovery means the processes through which people are able to live, work, learn, and
5 participate fully in their communities.

6
7 Resiliency means the personal and community qualities that enable individuals to rebound
8 from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

9
10 Secretary means the individual appointed by the Governor, State of Washington, as the head
11 of Health Care Authority, or his/her designee.

12
13 Serious Emotional Disturbance (SED) means, according to Federal Register Vol. 58, No. 96, May
14 20, 1993, children from birth up to age 18 who have a diagnosable mental, behavioral, or
15 emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R,
16 that result in functional impairment which substantially interferes with or limits the child's role
17 or functioning in family, school, or community activities.

18
19 Serious Mental Illness (SMI) means, according to Federal Register Vol. 58, No. 96, May 20,
20 1993, persons age 18 and over who currently, or at any time during the past year, have a
21 diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic
22 criteria specified within DSM III-R, that has resulted in functional impairment which
23 substantially limits one or more major life activities.

24
25 Subcontract means a separate contract between the Contractor and an individual or entity
26 (subcontractor) to perform all or a portion of the duties and obligations that the Contractor
27 shall perform pursuant to this Contract.

28
29 Substance Abuse Block Grant (SABG) means the Federal Substance Abuse Block Grant Program
30 authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service
31 Act.

32
33 Washington Administrative Code (WAC) means all references in this Contract to WAC chapters
34 or sections shall include any successor, amended, or replacement regulation. The WAC can be
35 accessed at <https://leg.wa.gov/CodeReviser/Pages/default.aspx>.

36

1 **B. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

2
3 **1. BACKGROUND**

4 North Sound BH-ASO is an entity formed by inter-local contract between Island, San Juan,
5 Skagit, Snohomish and Whatcom Counties, each county authority recognized by the
6 Secretary of Health Care Authority (Secretary). These counties entered into an inter-local
7 contract to allow North Sound BH-ASO to contract with the Secretary pursuant to RCW
8 71.24.025(18), to operate a single managed system of services for persons with mental
9 illness living in the service area covered by Island, San Juan, Skagit, Snohomish and
10 Whatcom Counties (Service Area). North Sound BH-ASO is party to an interagency
11 contract with the Secretary, pursuant to which North Sound BH-ASO has agreed to
12 provide integrated community support, crisis response, and inpatient management
13 services to people needing such services in its Service Area. North Sound BH-ASO,
14 through this Contract, is subcontracting with Contractor for the provision of specific
15 mental health services as required by the contract with the Secretary. Contractor by
16 signing this Contract attests that they are willing and able to provide such services in the
17 Service Area.

18
19 **2. MUTUAL COMMITMENTS**

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

26
27 **3. ASSIGNMENT**

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

34
35 **4. AUTHORITY**

36 Concurrent with the execution of this Contract, Contractor shall furnish North Sound BH-
37 ASO with a copy of the explicit written authorization of their governing bodies to enter
38 into this Contract and accept the financial risk and responsibility to carry out all terms of
39 this Contract including the ability to pay for all expenses incurred during the contract
40 period. Likewise, concurrent with the execution of this Contract, North Sound BH-ASO
41 shall furnish Contractor with a written copy of the motion, resolution, or ordinance
42 passed by North Sound BH-ASO Board of Directors (North Sound BH-ASO Board)
43 authorizing North Sound BH-ASO to execute this Contract.

1 **5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 Contractor and their subcontractors shall comply with all applicable federal and state
3 statutes, regulations and operational policies whether or not a specific citation is
4 identified in various sections of this Contract, and all amendments thereto that are in
5 effect when the Contract is signed, or that come into effect during the term of the
6 Contract, which may include but are not limited to, the following:
7

- 8 a. Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 of the Code of
9 Federal Regulations (CFR).
- 10 b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
- 11 c. All local, State and Federal professional and facility licensing and certification
12 requirements/standards that apply to services performed under the terms of this
13 Contract.
- 14 d. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of
15 the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; title II of
16 the Americans with Disabilities Act of 1990; Title IX of the Education Amendments
17 of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-
18 Discrimination Regulations of 28 CFR Part 42, Subparts C, D, E and G and 28 CFR
19 Parts 35 and 39 (see <http://www.ojp.usdoj.gov/about/offices/ocr.htm> for
20 additional information and access to the aforementioned federal laws and
21 regulations).
- 22 e. Those specified in Title 18 RCW for professional licensing.
- 23 f. Reporting of abuse as required by RCW 26.44.030.
- 24 g. Industrial insurance coverage as required by RCW Title 51.
- 25 h. RCW 38.52, 70.02 and 71.24.
- 26 i. WAC 246-341.
- 27 j. 42 CFR 438, including 438.58 (conflict of interest) and 438.3 (h)(i) (physician
28 incentive plans).
- 29 k. The State Medicaid Manual (SMM), Office of Management and Budget (OMB)
30 Circulars, the Budgeting, Accounting, and Reporting System (BARS) Manual, and
31 BARS Supplemental Mental Health Instructions.
- 32 l. Federal and State non-discrimination laws and regulations.
- 33 m. The Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160-
34 164.
- 35 n. HCA-CIS Data Dictionary and its successors.
- 36 o. Federal funds must not be used for any lobbying activities.

37
38 If Contractor is in violation of a federal law or regulation and Federal Financial
39 Participation is recouped, Contractor shall reimburse the federal amount to North Sound
40 BH-ASO within 20 days of recoupment. Upon notification from HCA, North Sound BH-
41 ASO shall notify Contractor in writing of changes/modifications in HCA policies and/or
42 contract requirement changes.
43

1 **6. COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL POLICIES**

2 Contractor shall comply with all North Sound BH-ASO Supplemental Provider Service
3 Guide and operational policies that pertain to the delivery of services under this Contract
4 that are in effect when the Contract is signed or that come into effect during the term of
5 the Contract.
6

7 **7. CONFIDENTIALITY OF PERSONAL INFORMATION**

8 Provider shall protect all Personal Information, records and data from unauthorized
9 disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05,
10 71.34 and for individuals receiving SUD services, in accordance with 42 CFR Part 2 and
11 WAC 246-341. Provider shall have a process in place to ensure all components of its
12 provider network and system understand and comply with confidentiality requirements
13 for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and
14 §431.302, personal information concerning applicants and recipients may be disclosed for
15 purposes directly connected with the administration of this Contract and the State
16 Medicaid Plan. Provider shall read and comply with all HIPAA policies.
17

18 **8. CONTRACT PERFORMANCE/ENFORCEMENT**

19 North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including
20 the "cut through" right to enforce performance should Contractor be unwilling or unable
21 to enforce action on the part of its/their subcontractor(s). In the event the Contractor
22 dissolves or otherwise discontinues operations, North Sound BH-ASO may, at its sole
23 option, assume the right to enforce the terms and conditions of this Contract directly
24 with Contractor. Contractor shall include this clause in their contracts with their
25 subcontractors. In the event of the dissolution of Contractor, North Sound BH-ASO's
26 rights in indemnification shall survive.
27

28 **9. COOPERATION**

29 The parties to this Contract shall cooperate in good faith to effectuate the terms and
30 conditions of this Contract.
31

32 **10. DEBARMENT CERTIFICATION**

33 The Provider, by signature to this Contract, certifies that the Contractor is not presently
34 debarred, suspended, proposed for Debarment, declared ineligible or voluntarily
35 excluded in any Washington State or federal department or agency from participating in
36 transactions (debarred).
37

38 The Provider agrees to include the above requirement in any and all Subcontracts into
39 which it enters concerning the performance of services hereunder, and also agrees that it
40 shall not employ debarred individuals or Subcontract with any debarred providers,
41 persons, or entities.
42

43 The Provider shall immediately notify North Sound BH-ASO if, during the term of this
44 Contract, the Provider becomes debarred. North Sound BH-ASO may immediately

1 terminate this Contract by providing Provider written notice in accord with Subsection 6.3
2 of this Contract if the Provider becomes debarred during the term hereof.
3

4 **11. EXECUTION, AMENDMENT AND WAIVER**

5 This Contract shall be binding on all parties only upon signature by authorized
6 representatives of each party. This Contract, or any provision, may be amended during
7 the contract period, if circumstances warrant, by a written amendment executed by all
8 relevant parties. Only North Sound BH-ASO's Program Administrator or North Sound BH-
9 ASO's Program Administrator's designee has authority to waive any provision of this
10 Contract on behalf of North Sound BH-ASO.
11

12 **12. HEADINGS AND CAPTIONS**

13 The headings and captions used in this Contract are for reference and convenience only,
14 and in no way, define, limit, or decide the scope or intent of any provisions or sections of
15 this Contract.
16

17 **13. INDEMNIFICATION**

18 Contractor shall be responsible for and shall indemnify and hold North Sound BH-ASO
19 harmless (including all costs and attorney fees) from all claims for personal injury,
20 property damage and/or disclosure of confidential information, including claims against
21 North Sound BH-ASO for the negligent hiring, retention and/or supervision of the
22 Contractor and/or from the imposition of governmental fines or penalties resulting from
23 the acts or omissions of Contractor and its subcontractors related to the performance of
24 this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold
25 Contractor harmless (including all costs and attorney fees) from all claims for personal
26 injury, property damage and disclosure of confidential information and from the
27 imposition of governmental fines or penalties resulting from the acts or omissions of
28 North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful
29 misconduct of North Sound BH-ASO, Contractor, shall indemnify and hold North Sound
30 BH-ASO harmless from any claims made by non-participating BHAs related to the
31 provision of services under this Contract. For the purposes of these indemnifications, the
32 Parties specifically and expressly waive any immunity granted under the Washington
33 Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and
34 agreed to by the Parties. The provision of this section shall survive the expiration or
35 termination of the Contract.
36

37 **14. INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

38 The parties intend that an independent Contractor relationship be created by this
39 contract. Contractor acknowledges that Contractor is not officers, employees, or agents
40 of North Sound BH-ASO. Contractor shall not hold Contractor or any of Contractor's
41 employees out as, nor claim status as, officers, employees, or agents of North Sound BH-
42 ASO. Contractor shall not claim for Contractor or Contractor's employees any rights,
43 privileges, or benefits, which would accrue to an employee of North Sound BH-ASO.
44 Contractor shall indemnify and hold North Sound BH-ASO harmless from all obligations to

1 pay or withhold Federal or State taxes or contributions on behalf of Contractor or
2 Contractor's employees and subcontractors unless specified in this Contract.
3

4 **15. INSURANCE**

5 North Sound BH-ASO certifies it is a member of Washington Governmental Entity Pool for
6 all exposure to tort liability, general liability, property damage liability, and vehicle
7 liability, if applicable, as provided by RCW 43.19.
8

9 Contractor shall maintain Commercial General Liability Insurance (CGL). If the Contractor
10 is not a member of a risk pool, the Contractor shall carry CGL to include coverage for
11 bodily injury, property damage, and contractual liability, with the following minimum
12 limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. Any risk pool shall
13 provide coverage with the same minimum limits. Any policy (non-risk pool and risk pool)
14 shall include liability arising out of premises, operations, independent Contractors,
15 personal injury, advertising injury, and liability assumed under an insured contract.
16 Contractor shall provide evidence of such insurance to North Sound BH-ASO within 15
17 days of the execution of this Contract and within 15 days post renewal date thereafter.
18 All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said
19 policy(s).
20

21 **16. INTEGRATION**

22 This Contract, including Exhibits, contains all the terms and conditions agreed upon by
23 the parties. No other understandings, oral or otherwise, regarding the subject matter of
24 this Contract shall be deemed to exist or to bind any of the parties hereto.
25

26 **17. MAINTENANCE OF RECORDS**

27 Provider shall prepare, maintain and retain accurate records, including appropriate
28 medical records and administrative and financial records, related to this Agreement and
29 to Services provided hereunder in accordance with industry standards, applicable federal
30 and state statutes and regulations, and state and federal sponsored health program
31 requirements. Such records shall be maintained for the maximum period required by
32 federal or state law. North Sound BH-ASO shall have continued access to Provider's
33 records as necessary for North Sound BH-ASO to perform its obligations hereunder, to
34 comply with federal and state laws and regulations, and to ensure compliance with
35 applicable accreditation and HCA requirements.
36

37 Provider shall completely and accurately report encounter data to North Sound BH-ASO
38 and shall certify the accuracy and completeness of all encounter data submitted.
39 Provider shall ensure that it and all of its subcontractors that are required to report
40 encounter data, have the capacity to submit all data necessary to enable the North Sound
41 BH-ASO to meet the reporting requirements in the Encounter Data Transaction Guide
42 published by HCA, or other requirements HCA may develop and impose on North Sound
43 BH-ASO or Provider.
44

1 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
2 sponsored health programs and associated contracts, Provider shall provide to North
3 Sound BH-ASO direct access and/or copies of all information, encounter data, statistical
4 data, and treatment records pertaining to Members who receive Services hereunder, or
5 in conjunction with claims reviews, quality improvement programs, grievances and
6 appeals and peer reviews.
7

8 **18. NO WAIVER OF RIGHTS**

9 A failure by either party to exercise its rights under this Contract shall not preclude that
10 party from subsequent exercise of such rights and shall not constitute a waiver of any
11 other rights under this Contract unless stated to be such in writing signed by an
12 authorized representative of the party and attached to the original Contract.
13

14 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver
15 of any subsequent breach and shall not be construed to be a modification of the terms
16 and conditions of this Contract.
17

18 **19. ONGOING SERVICES**

19 Contractor and their subcontractors shall ensure that in the event of labor disputes or job
20 actions, including work slowdowns, so called "sick outs," or other activities, within its
21 service network, uninterrupted services shall be available as required by the terms of this
22 Contract.
23

24 **20. ORDER OF PRECEDENCE**

25 In the event of an inconsistency in the terms of this Contract, or any inconsistency
26 between the terms of this Contract and any applicable statute, rule, or contract, unless
27 otherwise provided herein, the conflict shall be resolved by giving precedence in the
28 following order, to:
29

- 30 a. The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social
31 Security Act and Federal regulations concerning the operations of Prepaid Inpatient
32 Health Plans.
- 33 b. State statutes and regulations concerning the operation of the community mental
34 health programs.
- 35 c. Other applicable Federal, State, or local law.
- 36 d. North Sound BH-ASO-HCA contract, or its successors, that covers the provision of
37 the mental health services covered under this Contract, which shall include any
38 exhibit, document, or material incorporated by reference.
- 39 e. This Contract.
40

41 **21. ORGANIZATIONAL CHANGES**

42 The Contractor shall provide North Sound BH-ASO with ninety (90) calendar days' prior
43 written notice of any change in the Provider's ownership or legal status. The Provider
44 shall provide North Sound BH-ASO written notice of any changes to the Provider's

1 executive officers, executive board members, or medical directors within seven (7)
2 Business Days.

3
4 **22. OVERPAYMENTS**

5 In the event Contractor fails to comply with any of the terms and conditions of this
6 Contract and that failure results in an overpayment, North Sound BH-ASO may recover
7 the amount due HCA, CMS, or other federal or state agency. In the case of overpayment,
8 Contractor shall cooperate in the recoupment process and return to North Sound BH-ASO
9 the amount due upon demand.

10
11 **23. OWNERSHIP OF MATERIALS**

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

18
19 The foregoing products license shall not apply to existing training materials, consulting
20 aids, checklists, and other materials and documents of the Provider which are modified
21 for use in the performance of this Contract.

22
23 The foregoing provisions of this section shall not apply to existing training materials,
24 consulting aids, checklists, and other materials and documents of the Provider that are
25 not modified for use in the performance of this Contract.

26
27 **24. PERFORMANCE**

28 Contractor shall furnish the necessary personnel, materials and/or mental health services
29 and otherwise do all things for, or incidental to, the performance of the work set forth
30 here and as attached. Unless specifically stated, Contractor is responsible for performing
31 or ensuring all fiscal and program responsibilities required in this contract. No
32 subcontract will terminate the legal responsibility of Contractor to perform the terms of
33 this Contract.

34
35 **25. RESOLUTION OF DISPUTES**

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

1 **26. SEVERABILITY AND CONFORMITY**

2 The provisions of this Contract are severable. If any provision of this Contract, including
3 any provision of any document incorporated by reference is held invalid by any court,
4 that invalidity shall not affect the other provisions of this Contract and the invalid
5 provision shall be considered modified to conform to existing law.
6

7 **27. SINGLE AUDIT ACT**

8 If Contractor or their subcontractor is a sub-recipient of Federal awards as defined by
9 Office of Management and Budget (OMB) Circular A-133, Contractor and their
10 subcontractors shall maintain records that identify all Federal funds received and
11 expended. Said funds shall be identified by the appropriate OMB Catalog of Federal
12 Domestic Assistance titles and numbers, the award names and numbers and award years,
13 if awards are for research and development, as well as, names of the Federal agencies.
14 Contractor and their subcontractors shall make Contractor and their subcontractors’
15 records available for review or audit by officials of the Federal awarding agency, the
16 General Accounting Office and HCA. Contractor and their subcontractors shall
17 incorporate OMB Circular A-133 audit requirements into all contracts between
18 Contractor and their subcontractors who are sub-recipients. Contractor and their
19 subcontractors shall comply with any future amendments to OMB Circular A-133 and any
20 successor or replacement Circular or regulation.
21

22 If Contractor and/or their subcontractors are a sub-recipient and expend \$750,000 or
23 more in Federal awards from any and/or all sources in any fiscal year, Contractor and
24 applicable subcontractors shall procure and pay for a single audit for that fiscal year.
25 Upon completion of each audit, Contractor and applicable subcontractors shall submit to
26 North Sound BH-ASO’s Fiscal Team a copy of their audited financial statements.
27

28 For purposes of “sub-recipient” status under the rules of OMB Circular A-133 205(i)
29 Medicaid payments to a sub-recipient for providing patient care services to Medicaid
30 eligible individuals are not considered Federal awards expended under this part of the
31 rule unless a State requires the fund to be treated as Federal awards expended because
32 reimbursement is on a cost-reimbursement basis.
33

34 **28. SUBRECIPIENTS**

35 General – If the Contractor is a sub-recipient of federal awards as defined by OMB
36 Circular A-133 and this Contract, the Contractor shall:
37

- 38 a. Maintain records that identify, in its accounts, all federal awards received and
39 expended and the federal programs under which they were received, by Catalog of
40 Federal Domestic Assistance (CFDA) title and number, award number and year,
41 name of the federal agency, and name of the pass-through entity;
- 42 b. Maintain internal controls that provide reasonable assurance that the Contractor is
43 managing federal awards in compliance with laws, regulations, and provisions of
44 contracts or grant contracts that could have a material effect on each of its federal
45 programs;

- c. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- d. Incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are sub-recipients;
- e. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- f. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
- g. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C D E, and G, and 28 CFR Part 35 and Part 39. (see [Offices | Office for Civil Rights \(OCR\) | Office of Justice Programs \(ojp.gov\)](#) for additional information and access to the aforementioned Federal laws and regulations.)

29. SUBCONTRACTS

Contractor may subcontract services to be provided under this Contract subject to the following requirements.

- a. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of North Sound BH-ASO. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- b. Contractor shall be responsible for the acts and omissions of any subcontractor.
- c. Contractor must ensure that the subcontractor neither employs any person nor contracts with any person or Community Mental Health Agency (CMHA) excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or suspended per this Contract's General Terms and Conditions.
- d. Contractor shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.
- e. Contractor shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.
- f. Subcontracts for the provision of services must require subcontractors to provide individuals access to translated information and interpreter services.
- g. Contractor shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor on an ongoing basis including formal reviews.
- h. Contractor will monitor performance of the subcontractors on an annual basis and notify North Sound BH-ASO of any identified deficiencies or areas for improvement requiring corrective action by Contractor.

- 1 i. The Contractor agrees to include the following language verbatim in every
2 subcontract for services which relate to the subject matter of this Contract:

3
4 “Subcontractor shall protect, defend, indemnify, and hold
5 harmless North Sound BH-ASO its officers, employees and agents
6 from any and all costs, claims, judgments, and/or awards of
7 damages arising out of, or in any way resulting from the negligent
8 act or omissions of subcontractor, its officers, employees, and/or
9 agents in connection with or in support of this Contract.

10 Subcontractor expressly agrees and understands that North
11 Sound BH-ASO is a third-party beneficiary to this Contract and
12 shall have the right to bring an action against subcontractor to
13 enforce the provisions of this paragraph.”

- 14
15 j. Contractor shall ensure that all subcontracts are in writing and that subcontracts
16 specify all duties, reports and responsibilities delegated under this Contract. Those
17 written subcontracts shall:

- 18
19 i. Require subcontractors to hold all necessary licenses, certifications and/or
20 permits as required by law for the performance of the services to be
21 performed under this Contract.
22 ii. Require subcontractors to notify Contractor in the event of a change in
23 status of any required license or certification.
24 iii. Include clear means to revoke delegation, impose corrective action, or take
25 other remedial actions if the subcontractor fails to comply with the terms of
26 the subcontract.
27 iv. Require that the subcontractor correct any areas of deficiencies in the
28 subcontractor’s performance that are identified by Contractor, North Sound
29 BH-ASO and/or HCA.
30

31 **30. SURVIVABILITY**

32 The terms and conditions contained in this Contract that by their sense and context are
33 intended to survive the expiration of this Contract shall so survive. Surviving terms
34 include, but are not limited to: Financial Terms and Conditions, Single Audit Act, Order of
35 Precedence, Contract Performance and Enforcement, Confidentiality of Client
36 Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance
37 of Records, Ownership of Materials, Contract Administration Warranties and
38 Survivability.
39

40 **31. TERM**

41 This Agreement is effective on January 1, 2023, and will remain in effect for an initial
42 term of 1 year (Initial Term), after which it will automatically renew for successive terms
43 of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided
44 in this Agreement or either Party gives the other Party written notice of non-renewal of
45 this Agreement not less than 180 days prior to the end of the current term.

1
2 **32. TREATMENT OF INDIVIDUAL'S PROPERTY**

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

12
13 **33. WARRANTIES**

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

19
20 **34. CONTRACT ADMINISTRATION**

21 The Program Administrator for each of the parties shall be responsible for and shall be
22 the contact person for all communications and billings regarding the performance of this
23 Contract.

24
25 The Contact for North Sound Behavioral Health Administrative Services Organization,
26 LLC is:

27
28 Joe Valentine, Executive Director
29 North Sound BH-ASO
30 2021 E. College Way, Suite 101
31 Mount Vernon, WA 98273-5462

32
33
34 The Contact for Telecare is:

35
36 Leslie Davis, Senior VP/CFO
37 Telecare Corporation
38 1080 Marina Village Parkway, Suite 100
39 Alameda, California 94501

40
41 Changes shall be provided to the other party in writing within 10 working days.

1 **C. PERFORMANCE STANDARDS**

2 In carrying out its responsibilities under this contract, Contractor shall comply with the
3 following performance standards.
4

- 5 a. Contractor shall ensure that it and any applicable subcontractors comply with
6 general limitations on the use of FBG funds as specified in Exhibit B.
- 7 b. If Contractor subcontracts for the provision of services under this contract it shall
8 maintain documentation of its oversight and monitoring of subcontractors who are
9 providing services described in this Contract, including documentation of related
10 outcomes and actual costs, and provide such documentation when requested by
11 North Sound BH-ASO.
- 12 c. Contractor shall participate in annual peer reviews by individuals with expertise in
13 the field of mental health when requested by North Sound BH-ASO/HCA.
14

15 **1. INDEPENDENT PEER REVIEW (45 CFR 96.136)**

16 The Contractor shall participate in the statewide independent peer review process when
17 requested by North Sound BH-ASO as outlined in Exhibit B. Contractor will be reviewed by
18 individuals with expertise in the field of Mental Health Treatment (for MHBG) and by
19 individuals with expertise in the field of drug use treatment (for SABG) to assess quality,
20 appropriateness and efficacy of services provided to individuals.
21

22 **2. BACKGROUND CHECKS (RCW 43.43.832)**

23 The Contractor must ensure a criminal background check is conducted on all staff
24 members; case managers, outreach staff members, etc.; and volunteers who have
25 unsupervised access to children, adolescents, vulnerable adults, and persons who have
26 developmental disabilities.
27

28 When providing services to Youth, the Contractor must ensure that requirements of RCW
29 43.43 and WAC 246-341 are met.
30

31 **3. DELIVERABLES, PLANS AND REPORTS**

32 Contractor must ensure plans or reports required by this Contract, including those
33 outlined in Exhibit C are provided to North Sound BH-ASO in compliance with the
34 timelines/formats indicated.
35

36 If this Contract requires a report or other deliverable that contains information that is
37 duplicative or overlaps a requirement of another Contract between the parties Contractor
38 may provide one report or deliverable that contains the information required by both
39 Contracts.

1 **D. FINANCIAL TERMS AND CONDITIONS**

2
3 **1. GENERAL FISCAL ASSURANCES**

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

11
12 **2. FINANCIAL ACCOUNTING REQUIREMENTS**

- 13
- 14 a. Funding that supports this Contract comes from Community Federal Block Grant
15 funds, from the Federal DHHS, Catalog of Federal Domestic Assistance (CFDA)
16 #93.958/#93.959.
 - 17 b. Contractor shall produce annual audited financial statements and make such
18 reports available to North Sound BH-ASO upon request.
 - 19 c. North Sound BH-ASO shall pay Contractor an amount not to exceed the maximum
20 consideration specified in this Contract for the satisfactory performance of all work
21 set forth in Exhibit A Statement of Work.
 - 22 d. Contractor shall submit a completed monthly invoice that includes the following
23 information:
 - 24
 - 25 i. Contractor shall be paid on a cost reimbursement basis for appropriate
26 program expenditures submitted on the North Sound BH-ASO Invoice.
 - 27 ii. Administrative costs shall not exceed 15%.
 - 28 iii. Total charges, based on Contractor standard billing rates for the services
29 provided.
 - 30
 - 31 e. Any Federal Block Grant Funds obligated under this Contract which are not
32 expended by June 30th may not be used or carried forward in any other Contract
33 or Amendment, and lapse as of June 30th.

34
35 **3. RULES COMPLIANCE**

36 Contractor shall:

- 37
- 38 a. Account for public mental health expenditures under this Contract in accordance
39 with federal circular A-133 and A-87 or other applicable circular and state
40 requirements in accordance with the BARS Manual, and BARS Supplemental
41 Instructions.

- 1 b. Ensure State or Federal funds are not used to replace local funds from any source,
2 which were being used to finance mental health services in the constituent
3 county/counties in the calendar year prior to January 1, 1990. Contractor shall not
4 use State or Federal funds to replace local funds used to administer the Involuntary
5 Treatment Program in the constituent county/counties in the calendar year prior
6 to January 1, 1974.
- 7 c. North Sound BH-ASO shall not make any payments in advance or anticipation of
8 the delivery of services to be provided pursuant to this Contract.
- 9 d. North Sound BH-ASO shall pay Contractor only for authorized services provided in
10 accordance with this Contract. If this Contract is terminated for any reason, North
11 Sound BH-ASO shall pay only for services authorized and provided through the
12 date of termination.
- 13 e. Contractor shall not bill North Sound BH-ASO for services performed under this
14 contract, and North Sound BH-ASO shall not pay Contractor, if Contractor has
15 charged or will charge the State of Washington or any other party under any other
16 contract or contract for the same services.

17
18 **4. USES AND USE RESTRICTIONS**

19 Federal Block Grant (FBG) funds may not be used to pay for services provided prior
20 to the execution of the contracts, or to pay in advance of service delivery. All
21 contracts and amendments must be in writing and executed by both parties prior
22 to any services being provided.

23
24 Federal Award Identification for Subrecipients (reference 2 CFR 200.331)
25 Mental Health Block Grant CFDA #93.958; FAIN #B09SM010056
26 Substance Abuse Block Grant CFDA #93.959; FAIN #B08TI0056
27

28 FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump
29 sum contracts shall be based on reasonable costs.

30
31 North Sound BH-ASO shall conduct and/or make arrangements for an annual fiscal
32 review of each Provider receiving FBG funds through fee-for-service, set rate,
33 performance- based or cost reimbursement contracts. The annual fiscal review
34 shall ensure that:

- 35
- 36 • Expenditures are accounted for by revenue source.
 - 37 • No expenditures were made for items identified below:
 - 38 ○ Construction and/or renovation.
 - 39 ○ Capital assets or the accumulation of operating reserve accounts.
 - 40 ○ Equipment costs over \$5,000.
 - 41 ○ Cash payments to Individuals.
 - 42

1
2
3
4

The Provider shall ensure that FBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described below:

Benefits	Services	Use FBG	Use Medicaid
Individual is not a Medicaid recipient	Any type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not allowed under Medicaid	Yes	No

5

1 **E. OVERSIGHT, REMEDIES AND TERMINATION**

2
3 **1. OVERSIGHT AUTHORITY**

4 North Sound BH-ASO, HCA, DSHS, Office of the State Auditor, the Department of Health
5 (DOH), the Comptroller General, or any of their duly-authorized representatives have the
6 authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of
7 compliance with licensing and certification requirements and compliance with this
8 Contract, d) audits regarding the quality, appropriateness and timeliness of mental health
9 services of Contractor and subcontractors and e) audits and inspections of financial
10 records of Contractor and subcontractors.

11
12 Contractor shall notify North Sound BH-ASO when an entity other than North Sound BH-
13 ASO performs any audit described above related to any activity contained in this
14 Contract.

15
16 In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of
17 resource, utilization and quality management, as well as to ensure that Contractor has
18 the clinical, administrative and fiscal structures to enable them to perform in accordance
19 with the terms of the contract. Such reviews may include, but are not limited to,
20 encounter data validation, utilization reviews, clinical record reviews and review of
21 administrative structures, fiscal management and contract compliance. Reviews may
22 include desk reviews, requiring Contractor to submit requested information. North
23 Sound BH-ASO will also review any activities delegated under this contract to Contractor.

24
25 Findings, as a result of North Sound BH-ASO conducted reviews, may result in remedial
26 action as outlined below. Federal and State agencies may impose remedial action or
27 financial penalties either directly upon Contractor or through North Sound BH-ASO.
28 Contractor shall comply with the terms of such remedial action and be responsible for the
29 payment of financial penalties.

30
31 **2. REMEDIAL ACTION**

32 North Sound BH-ASO may require Contractor to plan and execute corrective action.
33 Corrective action plans (CAP) developed by Contractor must be submitted for approval to
34 North Sound BH-ASO within 30 calendar days of notification. CAP allowed for corrective
35 action depending upon the nature of the situation as determined by North Sound BH-
36 ASO.

37
38 a. CAP must include:

- 39
40 i. A brief description of the findings; and
41 ii. Specific actions to be taken, a timetable, a description of the monitoring to
42 be performed, the steps taken and responsible individuals that will reflect
43 the resolution of the situation.
44

- 1 b. CAP may:
- 2
- 3 Require modification of any policies or procedures by Contractor relating to the
- 4 fulfillment of its obligations pursuant to this Contract.
- 5
- 6 c. CAP is subject to approval by North Sound BH-ASO, which may:
- 7
- 8 i. Accept the plan as submitted.
- 9 ii. Accept the plan with specified modifications.
- 10 iii. Request a modified plan.
- 11 iv. Reject the plan.
- 12
- 13 d. Contractor agrees that North Sound BH-ASO may initiate remedial action as
- 14 outlined in subsection below if North Sound BH-ASO determines any of the
- 15 following situations exist:
- 16
- 17 i. If a problem exists that poses a threat to the health or safety of any person
- 18 or poses a threat of property damage/an incident has occurred that
- 19 resulted in injury or death to any person/resulted in damage to property.
- 20 ii. Contractor has failed to perform any of the mental health services required
- 21 in this Contract, including delegated functions, which includes the failure to
- 22 maintain the required capacity as specified by North Sound BH-ASO to
- 23 ensure that enrollees receive medically necessary services.
- 24 iii. Contractor has failed to develop, produce, and/or deliver to North Sound
- 25 BH-ASO any of the statements, reports, data, data corrections, accountings,
- 26 claims, and/or documentation described herein, in compliance with all the
- 27 provisions of this Contract.
- 28 iv. Contractor has failed to perform any administrative function required
- 29 under this Contract, including delegated functions. For the purposes of this
- 30 section, "administrative function" is defined as any obligation other than
- 31 the actual provision of mental health services.
- 32 v. Contractor has failed to implement corrective action required by the state
- 33 and within North Sound BH-ASO prescribed timeframes.
- 34
- 35 e. North Sound BH-ASO may impose any of the following remedial actions in
- 36 response to findings of situations as outlined above.
- 37
- 38 i. Withhold two percent (2%) of the next monthly payment and each monthly
- 39 payment thereafter until the corrective action has achieved resolution.
- 40 North Sound BH-ASO, at its sole discretion, may return a portion or all of
- 41 any payments withheld once satisfactory resolution has been achieved.
- 42 ii. Compound withholdings identified above by an additional one-half of two
- 43 percent (1/2 of 2%) for each successive month during which the remedial
- 44 situation has not been resolved.
- 45 iii. Revoke delegation of any function delegated under this contract.

- iv. Deny any incentive payment to which Contractor might otherwise have been entitled under this Contract or any other arrangement by which HCA provides incentives.
- v. Termination for Default, as outlined in this Contract.

3. PAYMENT WITHHOLD

Up to two percent (2%) of the monthly payment will be withheld upon the request of North Sound BH-ASO's Program Administrator if a required report or deliverable under this contract is due and has not been received by North Sound BH-ASO, including required financial reports and data transmissions.

Payment will be withheld until the required report or deliverable has been delivered and meets the requirements specified by North Sound BH-ASO.

4. INDIVIDUALS SERVICED BY MEDICAID AND OTHER MENTAL HEALTH PROGRAM ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT

Although HCA and the Contractor mutually recognize that services under this Contract may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either HCA or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

5. ADDITIONAL FINANCIAL PENALTIES – HCA IMPOSED SANCTIONS

Financial penalties imposed by HCA or other regulatory agency due to the action or inaction of Contractor may be paid by North Sound BH-ASO on behalf of Contractor and the amount will be withheld from North Sound BH-ASO's payments to Contractor.

6. TERMINATION DUE TO CHANGE IN FUNDING

In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, North Sound BH-ASO may terminate this Contract, subject to re-negotiations.

7. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, a party may terminate their portion of this Contract upon 30 days written notification by certified mail to the other party. The effective date of termination shall be the thirtieth day after receipt of written notification to the other party or the last day of the calendar month in which the thirtieth day occurs, whichever is later.

8. TERMINATION FOR DEFAULT

North Sound BH-ASO's Program Administrator may terminate this Contract for default, in whole or in part, by written notice to Contractor if North Sound BH-ASO or HCA has a reasonable basis to believe that Contractor has or have:

- a. Failed to meet or maintain any requirement for contracting with HCA.
- b. Failed to perform under any provision of this Contract.
- c. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Contract.
- d. Otherwise breached any provision or condition of this Contract.

Before North Sound BH-ASO's Program Administrator may terminate this Contract for default, in whole or in part, North Sound BH-ASO shall provide Contractor with written notice of Contractor's noncompliance with this Contract which notice shall provide Contractor a reasonable time period to correct its/their noncompliance. If Contractor has or has not corrected its/their noncompliance within the period of time specified in the written notice of noncompliance, North Sound BH-ASO Program Administrator may then terminate this Contract, in whole or in part for default without such written notice and without opportunity for correction if North Sound BH-ASO and/or HCA has a reasonable basis to believe that:

- a. Contractor has violated any law, regulation, rule, or ordinance applicable to services provided under this contract.
- b. Continuance of this Contract with Contractor poses a material risk of injury or harm to any person.

Contractor may terminate this Contract in whole or in part, by written notice to North Sound BH-ASO, if Contractor has a reasonable basis to believe that North Sound BH-ASO has:

- a. Failed to meet or maintain any requirement for contracting with Contractor.
- b. Failed to perform under any provision of this Contract.
- c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Contract.
- d. Otherwise breached any provision or condition of this Contract.

9. TERMINATION PROCEDURE

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

- a. Contractor and any applicable subcontractors shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. Contractor and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Contractor and

- 1 any applicable subcontractors shall promptly supply all information necessary for
2 the reimbursement of any outstanding claims.
- 3 b. Contractor and any applicable subcontractors shall immediately deliver to North
4 Sound BH-ASO's Program Administrator or to his/her successor, all HCA and North
5 Sound BH-ASO assets (property) in Contractor's and any applicable subcontractor's
6 possession and any property produced under this Contract. Contractor and any
7 applicable subcontractors grants North Sound BH-ASO and HCA the right to enter
8 upon Contractor's and any applicable subcontractor's premises for the sole
9 purpose of recovering any North Sound BH-ASO or HCA property that Contractor
10 and any applicable subcontractors fails to return within 10 working days of
11 termination of this Contract. Upon failure to return North Sound BH-ASO and/or
12 HCA property within 10 working days of the termination of this Contract,
13 Contractor and any applicable subcontractors shall be charged with all reasonable
14 costs of recovery, including transportation and attorney's fees. Contractor and any
15 applicable subcontractors shall protect and preserve any property of North Sound
16 BH-ASO and/or HCA that is in the possession of Contractor and any applicable
17 subcontractors pending return to North Sound BH-ASO and/or HCA.
- 18 c. North Sound BH-ASO shall be liable for and shall pay for only those services
19 authorized and provided through the date of termination. North Sound BH-ASO
20 may pay an amount agreed to by the parties for partially completed work and
21 services, if work products are useful to or usable by North Sound BH-ASO. Should
22 either party terminate the contract, Contractor shall be responsible to provide all
23 mental health services through the end of the month for which they will invoice
24 North Sound BH-ASO.

1 **THIS CONTRACT**, consisting of 28 Pages, plus Exhibits, is executed by the persons signing below who
2 warrant that they have the authority to execute this Contract.
3

4 **NORTH SOUND BH-ASO**

TELECARE CORPORATION

5
6
7
8
9 _____
10 Joe Valentine Date
11 Executive Director

Leslie Davis Date
Senior VP/CFO



North Sound BH-ASO
 2021 E. College Way, Suite 101, Mt. Vernon, WA 98273
 Phone: (360) 416-7013 Fax: (360) 899-4754
www.nsbhaso.org

EXHIBIT A: SCHEDULE OF SERVICES

PROVIDER: Telecare Corporation

CONTRACT: NORTH SOUND BH-ASO-TELECARE-MHBG-23

CONTRACT PERIOD: 01/01/2023 – 06/30/2023

Identification of Contracted Services

Provider shall provide behavioral health covered crisis services, as indicated in the Contracted Services Grid below, within the scope of Provider’s business and practice, in accordance with the Telecare Corporation Base Provider Agreement, North Sound BH-ASO Behavioral Health Policies and Procedures, Supplemental Provider Service Guide, North Sound BH-ASO and HCA standards, the terms, conditions and eligibility outlined in the Contract and/or Exhibits, and the requirements of any applicable government sponsored program.

Contracted Services Grid

Contracted Timeframe	Service	Supplemental Provider Service Guide Reference (click here)
<i>Outpatient Services (Within Available Resources)</i>		Chapter 20
	Mental Health Outpatient and Medication Management	Section 20.1
	Substance Use Disorder Outpatient Benefit	Section 20.1
	Medication-Assisted Treatment	Section 20.1
	Opiate Treatment Program (OTP)	Section 20.1
<i>Evaluation and Treatment</i>		Section 20.4
	Sixteen-Bed Evaluation and Treatment Facility Services	Section 20.4

<i>Crisis Services</i>		Chapter 18
	Adult Mobile Crisis Outreach Team	Section 20.2.2
	Child/Youth Mobile Crisis Outreach Team	Section 20.2.5
	Crisis Stabilization	Chapter 18;20.2.4
	Involuntary Treatment Evaluation (ITA)	Chapter 18; 20.2.3
	Toll Free Crisis Hotline	Chapter 18
<i>Withdrawal Management Services (Within in Available Resources)</i>		Chapter 20
	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management)	Section 20.1
	Medically Monitored Inpatient Withdrawal Management	Section 20.2.4
	Secure Withdrawal Management	Chapter 18
<i>Substance Use Disorder Residential (Within Available Resources)</i>		Section 20.10
	Youth - Intensive Inpatient	Section 20.15.2
	Youth – Recovery House	Section 20.15.6
	Adult - Intensive Inpatient	Section 20.15.1
	Adult - Long-Term Care	Section 20.15.3
	Adult - Recovery House	Section 20.15.5
	Pregnant and Parenting Women Residential Treatment	Section 2.1
	Pregnant and Parenting Women Housing Support	Section 2.1; 20.15.4
<i>Mental Health Services in a Residential Setting (Within Available Resources)</i>		Section 20.10
<i>Crisis Triage (Within Available Resources)</i>		Chapter 18
	Crisis Stabilization	Chapter 18
	Clinical Managed Withdrawal Management	Chapter 18
<i>Legislative Proviso Services (Within Available Resources)</i>		Chapter 19
	Jail Transition Services	Section 19.8
	E&T Discharge Planners	Section 17.2
	Program for Assertive Community Treatment (PACT)	Section 20.12
	Designated Cannabis Account (DCA)	Section 19.5
	Juvenile Treatment Services	Section 19.9
	Assisted Outpatient Treatment (AOT)	Section 19.1

	Homeless Outreach Stabilization Team (HOST)	Section 19.6
	Trueblood Misdemeanor Diversion	Section 19.13
	Recovery Navigator Program	Section 19.11
<i>Federal Block Grant</i>		Chapter 15
Effective January 1, 2023	Peer Bridgers	Section 15.1
	PPW Housing Support Services	Section 20.15.4
	PATH	Section 15.1
	Peer Path Finder	Section 15.1
	Opiate Outreach	Section 20.11
<i>HARPS</i>		Section 19.7
	HARPS Team	
	HARPS Subsidies	
<i>Co-Responder Outreach Program</i>		Section 19.4



North Sound BH-ASO
 2021 E. College Way, Suite 101, Mt. Vernon, WA 98273
 Phone: (360) 416-7013 Fax: (360) 899-4754
www.nsbhaso.org

EXHIBIT B: COMPENSATION SCHEDULE

Service and Payment Type	Service Detail	Payment Range
<i>Outpatient Services Mental Health and Substance Use Disorder (within available resources)</i>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$198.00 to \$213.84
FFS Per hour	PhD and Masters-Level Providers	\$165.00 to \$277.56
FFS Per hour	Bachelor’s, AA Level Clinician	\$123.00 to \$172.80
FFS Per hour	Peer Counselor	\$97.00 to \$136.08
FFS Per hour	Medical Assistant – Certified	\$97.00 to \$136.08
FFS Per hour	Request for Service	\$65.00 to \$70.20
FFS Group Rate per Person per Hour MH	Prescriber – Psychiatrist/MDs	\$124.25 to \$134.19
FFS Group Rate per Person per Hour MH	Prescriber – Nurse Practitioner/Physician Asst.	\$78.75 to \$85.05
FFS Group Rate per Person per Hour MH	Registered Nurse/LPN	\$49.50 to \$69.39
FFS Group Rate per Person per Hour MH	PhD and Masters-Level Providers	\$41.25 to \$57.78
FFS Group Rate per Person per Hour MH	Bachelor’s, AA Level Clinician	\$30.75 to \$43.20
FFS Group Rate per Person per Hour MH	Peer Counselor	\$24.25 to \$34.02
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$41.25 to \$57.78
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$33.25 to \$46.71
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$57.26 to \$80.20
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$46.36 to \$65.12

<i>Intensive Outpatient Services Mental Health (within available resources)</i>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$227.70 to \$319.14
FFS Per hour	PhD and Masters-Level Providers	\$189.75 to \$265.79
FFS Per hour	Bachelor’s, AA Level Clinician	\$141.45 to \$198.72
FFS Per hour	Peer Counselor	\$111.55 to \$156.49
<i>Medicaid Assisted Treatment</i>		
Per Dose Inclusive Bundled Case Rate	Opiate Treatment Program (Opiate Substitution Treatment)	\$18.02 per dose
<i>Program for Assertive Community Treatment (PACT) Non-Medicaid only</i>		
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) <ul style="list-style-type: none"> ▪ Snohomish & Skagit 	\$3,378.50 per person per month
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) <ul style="list-style-type: none"> ▪ Whatcom 	\$3,378.50 per person per month
<i>Telepsychiatry</i>		
Per Scheduled hour delivered	Tele Prescriber Services contracted and paid by ASO. Provider contracted telehealth services not in this category are paid on the outpatient prescriber rates.	\$125.00 to \$270.00
FFS Per hour	Provider room and assistance fee for Tele prescriber services	\$65.00 to \$91.26
<i>Evaluation and Treatment</i>		
Per Bed Day	Evaluation and Treatment Services 16 bed Facility <ul style="list-style-type: none"> ▪ Mukilteo 	{\$1,060-\$1,200}
Per Bed Day	Evaluation and Treatment Services 16 bed Facility <ul style="list-style-type: none"> ▪ Sedro Woolley 	{\$1,060-\$1,200}
Daily Rate	Out of Region E&T Services	HCA published rate
Monthly cost reimbursement	Discharge Planners E&T	\$4,470.58 per month per facility

<i>Crisis Services</i>		
Monthly	Mobile Crisis Outreach Teams (to include adult and child/youth teams)	Cost Reimbursement
Monthly	Stabilization & ITA Services	Cost Reimbursement
Monthly	Crisis Toll Free Telephone Services	Cost Reimbursement
Monthly	Emergency Chat Line Services	Cost Reimbursement
<i>Withdrawal Management Services (within available resources)</i>		
Daily Rate	Medically Managed Withdrawal Management (formerly Acute Withdrawal Management) - in region	{ \$310.00- \$447.00 }
% Non-Medicaid Monthly	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management) - in region	Cost Reimbursement
Daily Rate	Secure Detoxification	{ \$525.00 to \$630.00 }
<i>Substance Use Disorder Residential (within available resources)</i>		
Daily Rate	Adult Intensive Residential	\$138.00 to \$332.20
Daily Rate	Adult Long Term Residential	\$69.60 to \$187.00
Daily Rate	Adult Recovery House Residential	\$53.50 to \$151.80
Daily Rate	PPW Intensive Residential without Child	\$147.64 to \$235.62
Daily Rate	PPW Intensive Residential with Child	\$182.52 to \$264.33
Daily Rate	Therapeutic Intervention for Children	\$58.05 to \$78.83
Daily Rate	Youth Intensive Residential	\$175.50 to \$418.00
Daily Rate	Youth Long Term Residential	\$160.00 to \$263.00
Daily Rate	Youth Recovery House Residential	\$160.00 to \$263.00
<i>Mental Health Residential (in region & within available resources)</i>		
Bed Day	Assisted Living Home Residential Treatment 67 Beds	{ \$TBD }
Bed Day	Adult Residential Treatment Facility - 16 Bed	\$346.00
Daily Rate	Residential Treatment Services (alternative payment method)	{ \$73.60 to \$350.00 }

<i>Triage (in region & within available resources)</i>		
Capacity	Stabilization Triage - Snohomish	% Non-Medicaid Monthly
Capacity	Stabilization Triage/Withdrawal Mgmt. – Whatcom	% Non-Medicaid Monthly
Capacity	Stabilization Triage/Withdrawal Mgmt. – Island	% Non-Medicaid Monthly
Capacity	Stabilization/Withdrawal Mgmt. Triage - Skagit	% Non-Medicaid Monthly
<i>Projects for Assistance in Transition from Homelessness (PATH)</i>		
Cost Reimbursement	PATH Outreach Services-Snohomish	Budget {\$0 to \$292,035}
<i>PATHFINDER</i>		
Pay for Performance	Peer PATH Finder	{\$0 to \$115,844}
Cost Reimbursement	Peer Bridger	{\$240,000 annually for program; \$11,109 annually for participant service funds}
<i>Designated Cannabis Account (DCA)</i>		
Monthly	DCA Services	Cost Reimbursement
<i>Assisted Outpatient Treatment</i>		
Cost Reimbursement	Assisted Outpatient Services	{\$1,200 per person per month}
<i>Juvenile Treatment Services</i>		
Monthly	Youth BH Services	Cost Reimbursement



EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: Telecare Corporation

CONTRACT: NORTH SOUND BH-ASO-TELECARE-MHBG-23

CONTRACT PERIOD: 01/01/2023 – 06/30/2023

Identification of Deliverables

Provider shall provide all deliverables as identified in the Required Deliverables Grid below. Templates for all reports that the provider is required to submit to North Sound BH-ASO may be found on the North Sound BH-ASO website under *Forms & Reports* (click [here](#)). North Sound BH-ASO may update the templates from time to time and will notify providers of any changes. Deliverables are to be submitted to deliverables@nsbhaso.org on or before the indicated due date unless otherwise noted. For more information regarding a specific deliverable, please refer to the indicated Supplemental Provider Service Guide reference (as applicable) or by emailing deliverables@nsbhaso.org.

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
Peer Bridger Participant Log	Monthly	10 th of each month following the month being reported	Chapter 19; Section 19.10
Peer Bridger Participant Treatment Engagement Report	Monthly	10 th of each month following the month being reported	Chapter 19; Section 19.10
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Ownership and Control Disclosure Form	Annual	Annually on January 31 st , or more frequently when changes occur	Not applicable

**North Sound Behavioral Health Administrative Services Organization
Mental Health Block Grant Peer Bridger
Cost Reimbursement Budget
January 1, 2023 to June 30, 2023
Telecare**

Revenues

Mental Health Block Grant	\$	120,000
GF-S Funds	\$	2,500
MHBG Peer Bridger Participant Service Funds	\$	11,109
Total	\$	<u>133,609</u>

Expenses

Peer Bridger	\$	120,000
GF-S Funds	\$	2,500
Peer Bridger Participant Service Funds	\$	11,109
Total	\$	<u>133,609</u>



North Sound BH-ASO
 2021 E. College Way, Suite 101, Mt. Vernon, WA 98273
 Phone: (360) 416-7013 Fax: (360) 899-4754
www.nsbhaso.org

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)
 Mental Health Block Grant**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Telecare Corporation
(ii) Subrecipient's unique entity identifier; (UEI)	SY9HN84HH213
(iii) Federal Award Identification Number (FAIN);	B09SM086035
(iv) Federal Award Date (see §200.39 Federal award date);	2/4/22
(v) Subaward Period of Performance Start and End Date;	7/1/2022-6/30/2023
(vi) Amount of Federal Funds Obligated by this action;	\$131,109
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$131,109
(viii) Total Amount of the Federal Award;	\$4,278,096
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Block Grant for Community Mental Health Services
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.958
(xii) Identification of whether the award is R&D; and	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	10%



Exhibit G – Peer Bridger Program

1) Peer Bridger Program Overview

The Peer Bridger Program is intended to serve those who are currently at Western State Hospital (WSH), Eastern State Hospital (ESH) , Evaluation and Treatment centers or community hospitals with inpatient mental health beds and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Participation in the program is voluntary. The Peer Bridgers will attempt to engage Individuals in planning their discharge. Hospital staff and the IMC/BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants.

The Peer Bridger will transition from spending time on social support and begin offering assistance with independent living skills, coping skills and community adjustment skills. The hand-off between the Peer Bridger and the community behavioral health provider who is providing mental health services will be gradual and based on the Individual’s needs and their person-centered plan. The anticipated duration of in-community Peer Bridger services is 120 days with extensions granted by the BH-ASO on a case-by-case basis.

The Peer Bridger is not a case manager, discharge planner or a crisis worker. However, the Peer Bridger can bring the Individual’s perspective into the provision of those services.

2) Peer Bridger Program Duties

- a) Each Behavioral Health Service Organization is allocated a certain number of Peer Bridger FTEs by HCA/DBHR. If the regions’ Peer Bridger team(s) are not fully staffed, monthly invoices will be prorated. The Peer Bridger will work with an average of six to twelve (6-12) program Individuals. Prior to hospital discharge the majority of the work will be inside the state or local psychiatric hospitals or Evaluation and Treatment facilities. Post-discharge activities will be in the community. Peer Bridgers shall routinely engage and interact with potential program participants.

- b) Current allocation of Peer Bridger FTEs are detailed as follows in the outline below:

Region	Number of Peer Bridgers
Great Rivers BHASO	2
Greater Columbia BHASO	3
King BHASO	4
Pierce BHASO	3
North Central BHASO	1
North Sound BHASO	3
Salish BHASO	2
Spokane BHASO	3
Thurston/Mason BHASO	3
Southwest BHASO	3

- i) The Contractor shall contract with an agency licensed as a Community Behavioral Agency by DOH to provide recovery support services.
- ii) After being recruited, and prior to beginning hospital related activities, the Peer Bridger or Peer Bridger team will:
 - (1) Participate in statewide Peer Bridger Orientation and training.
 - (2) Participate in statewide specialized training as requested by the inpatient settings.
 - (3) Complete required non-disclosure, Acknowledgement of Health Care Screening for Contractors and other required forms, as requested by the inpatient setting.
- c) The same Peer Bridger shall work directly with Individuals and potential Individuals and follow the Individuals into the community setting to ensure consistency with the “bridging” process. After discharge, the time spent between the community and the inpatient setting shall be adjusted to respond to Individuals in the hospital and Individuals in the community. In conjunction with the MCO/BH-ASO Hospital Liaisons and State Hospital Peer Bridger Liaison (identified during orientation), the Peer Bridger will work to engage potential Individuals. These Individuals may:
 - i) Have been on the hospital “referred for active discharge planning”; or
 - ii) Be individuals with multiple state hospitalizations or involuntary hospitalizations; or
 - iii) Be individuals with hospital stays of over one year; or
 - iv) Be individuals whom hospital staff and/or the Hospital Liaison have been unable to engage in their own discharge planning; or
 - v) Be individuals who require additional assistance to discharge and/or need support in the community.
- d) Examples of Peer Bridger engagement activities may include:
 - i) Interacting with potential participants.
 - ii) Developing a trusting relationship with participants.
 - iii) Promoting a sense of self-direction and self-advocacy.
 - iv) Sharing their experiences in recovery.
 - v) Helping motivate through sharing the strengths and challenges of their own illness.
 - vi) Considering the Individual’s medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.
 - vii) Helping the Individual plan how they will successfully manage their life in the community.

- viii) Educating Individuals about resources in their home community.
 - ix) Join with the Individual (when requested by the Individual) in treatment team meetings if there are no safety concerns. Help to convey the Individual's perspectives and assist the Individual with understanding the process.
- e) The Peer Bridger shall support the Individual in discharge planning to include the following:
- i) Function as a member of the Individual's hospital discharge planning efforts.
 - ii) Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
 - iii) Coordinating in conjunction with discharge planning efforts for the Individual to travel back to his or her community.
 - iv) The Peer Bridgers may conduct routine weekly hospital-based engagement groups for any individual willing to participate.
- f) Peer Bridger team duties:
- i) Participate in monthly statewide Peer Bridger Program administrative support conference calls.
 - ii) Participate in Peer Bridger Training events scheduled by HCA.
 - iii) Complete the current DBHR Peer Bridger report/log, submit log to HCA via secured email every month, enter program enrollment start and stop dates into Behavioral Health Data System (BHDS), and enter encounters using the rehabilitation case management code.
 - iv) Participate in hospital and IMC/BH-ASO Peer Bridger training.
 - v) Coordinate activities with the IMC/BH-ASO hospital liaison.
 - vi) Attend and participate in Peer Bridger team coordination meetings as directed by HCA.
 - vii) Meet the documentation requirements of the inpatient setting and their employer.
- g) Community-based post-discharge activities will include:
- i) The frequency and duration of community-based Peer Bridger services will be determined by the Individual's needs, the service level required to

help the individual stay safely in the community and caseload prioritization. Peer Bridger services will be decreased when the Individual is receiving behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Bridger's support. The Peer Bridger shall facilitate a "warm hand-off" to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:

- (1) Being present and supportive during the Individual's first appointment and during the intake evaluation, primary provider or prescriber appointments, etc.
 - (2) Helping the Individual complete any necessary paperwork for receiving Behavioral Health services.
 - (3) Supporting the Individual's self-advocacy in the development of their own community treatment plan and treatment activities.
- ii) The Peer Bridger may assist the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Bridger may be identified as a non-crisis resource in the plan.
- iii) The Peer Bridger shall:
- (1) Attempt to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
 - (2) Help the Individual develop skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
 - (3) Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain and maintain housing, etc.
 - (4) Help the Individual develop skills to schedule, track and attend appointments with providers.
 - (5) Help the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Bridger should also help Individuals prepare for appointments and identify questions or comments the Individual might

have for the provider.

- (6) Explore supported employment that addresses the following:
 - (a) Employment goals and how they relate to recovery.
 - (b) The availability of additional training and education to help the Individual become employable.
 - (c) The array of employment programs and supported employment opportunities available within the region.
- h) Peer Bridgers should demonstrate that recovery is possible and model the ten components of recovery as defined in the SAMHSA Consensus Statement on Mental Health Recovery (<http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf>).
- i) The Peer Bridger team, including Peer Bridger Supervisor will:
 - i) Participate in monthly, statewide Peer Bridger Program administrative support conference calls.
 - ii) Participate in bi-annual Peer Bridger Training events scheduled by DBHR.
 - iii) Ensure that Peer Bridgers Complete tracking logs on a monthly basis and submit logs to DBHR via secured or encrypted emails.
 - iv) Coordinate and communicate Peer Bridger team schedules for participating at the inpatient settings with Peer Bridger coordinator.
- j) The Peer Bridger Job Description must contain the following elements:
 - i) Required Qualifications
 - (1) Lived experience of mental health recovery and the willingness to share his/her own experiences.
 - (2) Ability to work flexible hours.
 - (3) Valid Washington Driver's license or the ability to travel via public transportation.
 - (4) Ability to meet timely documentation requirements.
 - (5) Ability to work in a cooperative and collaborative manner as a team member with Hospital staff, MCO/BH-ASO staff, and program Individuals.
 - (6) Strong written and verbal communication skills.

- (7) General office and computer experience.
- (8) Washington Certified Peer Specialist with at least two years' experience working as a peer.
- (9) Dress professionally and appropriately.

ii) Desired Qualifications

- (1) Ability and experience working with people from diverse cultures.
- (2) Experience with state hospital system.
- (3) Ability to form trusting and reciprocal relationships.

MHBG Covid Enhancement - Peer Bridger Participant Relief Funds – Peer Bridger Participants Relief Funds to assist Individual's with engaging, re-engaging, and supporting service retention aligned/associated with continuing in treatment for mental health and/or SUD.