

**PROFESSIONAL SERVICE AGREEMENT
NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(North Sound BH-ASO)
AND
THERAPEUTIC HEALTH SERVICES**

CONTRACT #NORTH SOUND BH-ASO-THS-PSC-20-21

THIS AGREEMENT is entered into between NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and THERAPEUTIC HEALTH SERVICES (Contractor), a Washington Behavioral Health Agency, 1116 Summit Ave., Seattle, WA 98101.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term: This Agreement shall take effect November 1, 2020 and shall continue in full force and effect through December 31, 2021.
- B. Termination: This Agreement may be terminated in whole or in part by either party for any reason by giving 30-calendar days' written notice to the other party.
 - 1. Loss of Funding: In the event funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to termination, North Sound BH-ASO may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
 - 2. Breach: This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five (5)-calendar days' written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five (5)-day period.
- C. Amendments: This Agreement may only be amended by written consent of both parties.
- D. Compliance with Laws: Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.
- E. Confidentiality: The parties shall use personal information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. All parties shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of personal information except as provided by law or with the prior written consent of the person whom the personal information pertains. The parties shall maintain the confidentiality of all personal information and other confidential information gained by reason of this Agreement

and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

- F. Debarment Certification: Contractor, by signature to this Agreement, certifies that Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BH-ASO if, during the term of this Contract, Contractor becomes debarred.
- G. Relationship of Parties: Contractor agrees Contractor shall perform the services under this Agreement as an independent Contractor and not as an agent, employee, partner, joint venture or servant of North Sound BH-ASO. The parties agree Contractor is not entitled to any benefits or rights enjoyed by employees of North Sound BH-ASO. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. North Sound BH-ASO shall only have the right to enforce Contractor's performance.
- H. Indemnification: Contractor shall defend, hold harmless and indemnify North Sound BH-ASO and its member counties and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by North Sound BH-ASO and its member counties and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of Contractor or Contractor's officers and employees, agents or volunteers.

North Sound BH-ASO shall defend, hold harmless and indemnify Contractor and its member districts and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by Contractor and its member districts and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of North Sound BH-ASO or North Sound BH-ASO'S officers and employees, agents or volunteers.

For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

- I. Resolution of Disputes
 - 1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.
 - 2. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:

- a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
- b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer and attempt to resolve the claim within the next 5 working days.
- c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
- d. Arbitration: If the claim is not resolved within 24 days of the initial notice, the parties shall proceed to arbitration as follows:
 - i. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.
 - ii. If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Skagit County to name the arbitrator.
 - iii. The professional fees and administrative costs of the arbitrator shall be paid 50/50 by the parties; the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
 - iv. The parties agree that the arbitrators' decision shall be binding, final and enforceable subject to timely appeal to Skagit County Superior Court only as provided in Chapter 7.04A RCW.
 - v. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than 60 days after the close of the meeting described in paragraph (b) above.
 - vi. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
 - vii. Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.
 - viii. The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs, including attorney fees. Venue for any such action is exclusively Skagit County Superior Court.
 - ix. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

- J. Records and Reports: Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for ten (10) years' after its expiration and all payment for the contract have been made. The later of the two (2) dates initiates the ten (10) year timeframe. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by North Sound BH-ASO personnel or other parties authorized by North Sound BH-ASO, HCA, the Office of the State Auditor and authorized federal officials during regular business hours and upon demand.
- K. Survivability
The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration of this Contract shall so survive. Surviving terms include, but are not limited to: Order of Precedence, Financial Terms, Contract Performance/Enforcement, Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records and Ownership of Materials.

II. Compensation

- A. Consideration: Contractor shall be paid only if North Sound BH-ASO has a fully executed contract on file.
- B. Payment Procedures: Contractor shall submit an invoice by the close of business on the 10th day of the month after the month in which services were provided. Invoice shall document the work completed as outlined in the scope of work.
- C. Failure to submit an invoice by the 10th may delay payment for one (1) month.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

NORTH SOUND BH-ASO, LLC
ATTN: Fiscal
301 Valley Mall Way, Suite 110
Mount Vernon, WA 98273

- D. Reporting Requirements and Reconciling monthly payments: On a monthly basis Contractor shall submit an invoice with the payment and performance deliverable table, indicating the deliverable on the invoice.
- E. Reimbursed Expenses: Contractor shall be reimbursed for services provided under this contract. The reimbursement request shall be itemized on the monthly invoice.

III. Service Expectations

Contractor shall provide services as set forth in Exhibit A and B.

IV. Miscellaneous

- A. Assignments: Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.
- B. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.
- C. Headings: Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.
- D. Severability: If any provision of this Agreement is found by a court to be invalid, unenforceable, or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected and shall continue in full force and effect.
- E. Notices: All notices pertaining to this Agreement shall be written and delivered, by certified US mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or three (3) days after postmark if mailed. Notices transmitted by facsimile, which are followed immediately by mailing, shall be deemed received on the date of the facsimile transmission.
- F. Venue: This Agreement shall be construed, both as to validity and performance and enforced, subject to Paragraph (I.G), in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.
- G. Power to Execute: Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract may be subject to ratification after it becomes effective. If this contract is submitted for ratification at the next scheduled meeting of the North Sound BH-ASO Board of Directors (“the Board”) and is not ratified by the Board, North Sound BH-ASO will terminate the contract either immediately or within a reasonable amount of time at North Sound BH-ASO’s discretion.

EXHIBIT A

Statement of Work

The Contractor will provide the services and staff to perform all activities deemed necessary and appropriate to fulfill contractual obligations as described below.

1. Service Provision

The Contractor will:

- 1.1 Ensure Eligible Individuals are eligible to receive treatment services provided through funding by this grant.
- 1.2 Ensure that staff are trained on the required GPRA data collection process within ninety (90) days of the date the contract was executed.
- 1.3 Ensure that each individual receiving treatment services funded through the grant works with staff that provide various social service interventions including, but not limited to: managing referrals, completing required data collection, developing and managing recovery care plans, peer services, recovery coaching, skill development support, and discharge planning.
- 1.4 The Contractor will ensure that services to Eligible Individuals are not denied to any individual regardless of:
 - 1.4.1 The individual's drug(s) of choice;
 - 1.4.2 The fact that an individual is taking medically-prescribed medications; and
 - 1.4.3 The fact that an individual is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- 1.5 The Contractor will serve all Eligible Individual Washington State residents who are transient and require services, subject to available funds and service availability.
- 1.6 Regarding Services and Activities to Ethnic Minorities and Diverse Populations, the Contractor will:
 - 1.6.1 Ensure all services and activities provided under this Program Agreement will be designed and delivered

in a manner sensitive to the needs of all ethnic minorities and diverse populations.
 - 1.6.2 Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in

need of treatment and prevention services.

- 1.6.3 Take the initiative to strengthen working relationships with other agencies serving these populations.

2. Data Collection

The Contractor will:

- 2.1 Attend training provided by Health Care Authority (HCA) when requested.
- 2.2 Ensure that data is collected and submitted through SPARS on all WASEC Grant services, as required by HCA.
- 2.3 Ensure that the Government Performance and Results Act (GPRA) intake interview data is collected and entered into the SPARS as required by SAMHSA and the WASEC Grant for all individuals receiving grant funding.
- 2.4 Ensure that at least eighty percent (80%) of individuals that receive treatment services complete a six (6) month follow-up GPRA survey.
- 2.5 Ensure that all discharged individuals receive a GPRA discharge interview or administrative discharge.
- 2.6 Between monthly report submission dates, on an as needed basis, the Contractor will provide prompt responses to North Sound BH-ASO/HCA on questions about data quality and completeness.

EXHIBIT B

Performance Payment and Deliverable Table

The maximum amount is \$67,000			
Deliverable		Due Date	Maximum Payment Total
1	Submit monthly reports to the NS BH-ASO deliverables mailbox including updates on progress and items listed in Exhibit D, (\$2,000 per month x Up to 12 months = \$24,000).	Report due the 15 th of each month following the month in which services were provided.	Up to \$24,000
2	Submit provision of services and GPRA intake reports to the North Sound BH-ASO Contract Manager demonstrating progress towards the total minimum 14 unique individuals, (\$2,000 per month x Up to 12 months = \$24,000).	Report due by the 15 th of each month following the month in which services were provided.	Up to \$24,000
3	Submit completion of GPRA reports to the HCA Contract Manager reports to include follow-up engagement with a minimum of 80% of the 7 unique individuals identified at intake in item #4 above (\$1,00 per month x Up to 12 months = \$12,000).	Each GRPA follow-up will be completed six months after date of intake. To be included for the monthly report using the items in Table B	Up to \$12,000
4	Submit a year one (1) report to the HCA Contract Manager combining and summarizing the information in the regular monthly reports at the end of 12 months.	December 31, 2021	\$7,000
		Maximum Total Amount	\$67,000
DELIVERABLE #7			
Deliverable #7 is for the Contractor to recoup funds at the end of the project period that were not able to be received from Deliverables #3, #4, and #5. The total maximum amount of funds to be received by the Contractor is up to \$20,000.			
5	Submit claim for remaining unused funds that were not able to be included in prior monthly claims (from items #1, #2, and #3 above) due to insufficient timing for implementation of services (\$4,690 per month x Up to 6 months = \$28,140).	December 31, 2021	Up to \$28,140

EXHIBIT D

North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO)
COVID-19 EMERGENCY GRANT REPORTING TABLE

Items to Include in Monthly Report: Due at the time of invoicing. Send to deliverables@nsbhaso.org	
1. Number of new clients receiving grant-funded treatment services.	
2. Number of new clients receiving grant-funded recovery support services.	
3. Number of new clients receiving any grant-funded treatment or recovery support services (unduplicated sum of 1 and 2).	
4. Number of new clients with a Serious Mental Illness (SMI) receiving any grant-funded services.	
5. Number of new clients with a Substance Use Disorder (SUD) receiving any grant-funded services.	
6. Number of new clients receiving any grant-funded services with an SUD and SMI (Co-occurring).	
7. Number of new clients under the age of 11.	

EXHIBIT C

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)
Washington State Emergency COVID-19 (WASEC) Project**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	North Sound Behavioral Health Administrative Services Organization
(ii) Subrecipient's unique entity identifier; (DUNS)	958386666
(iii) Federal Award Identification Number (FAIN);	H79FG000267
(iv) Federal Award Date (see §200.39 Federal award date);	06/29/2020
(v) Subaward Period of Performance Start and End Date;	7/1/2020 – 12/31/2020
(vi) Amount of Federal Funds Obligated by this action;	\$154,000
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$154,000
(xiii) Total Amount of the Federal Award;	\$2,000,000
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Washington State Emergency COVID-19 (WASEC) Project
(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;	93.665
(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%