

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

**CONTRACT
FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK (ICN)**

**WITH
COMMUNITY ACTION OF SKAGIT COUNTY (CASC)**

CONTRACT #NORTH SOUND BH-ASO-CASC-OMBUDS-ICN

EFFECTIVE JANUARY 1, 2020

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1 EXHIBITS

2
3 **Incorporation of Exhibits**

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

8
9 Exhibit A – Schedule of Services

10
11 Exhibit B – Compensation Schedule

12
13 Exhibit C – Supplemental Provider Service Guide located at: [https://nsbhaso.org/for-](https://nsbhaso.org/for-providers/supplemental-provider-service-guide)
14 [providers/supplemental-provider-service-guide](https://nsbhaso.org/for-providers/supplemental-provider-service-guide)
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**CONTRACT FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE CRISIS NETWORK**

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

CONTRACT (the “Contract”), pursuant to RCW Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 70.24, 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and, (Provider), a.

I. RECITALS

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

WHEREAS, North Sound BH-ASO is a governmental limited liability company formed by an operating agreement entered into by the foregoing five (5) County Authorities in response to a request for a detailed plan and to contract with the State of Washington to operate as a regional support network until April 1, 2016 and as a behavioral health organization as of April 1, 2016, and as an administrative services organization as of July 1, 2019 as provided for in RCW 71.24.100 and Chapter 25.15.

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

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

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

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

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

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

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

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

13
14 **II. CONTRACT**

15
16 The effective date of this Contract is January 1, 2020.

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

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

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

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

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

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

38
39 **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter
40 mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:
41

1 **ARTICLE ONE – DEFINITIONS**

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

3 **1.1 AGREEMENT**

4 The Contract for Participation in the North Sound Integrated Care Network entered into
5 between North Sound BH-ASO and Provider, including all attachments and incorporated
6 documents or materials, including this North Sound Integrated Care Network Provider Base
7 Provider which is Exhibit A thereof.
8

9 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

10 "Behavioral Health Administrative Services Organization" means an entity selected by the
11 Medicaid agency to administer behavioral health programs, including crisis services for
12 individuals in a fully integrated managed care regional service area. The BH-ASO
13 administers crisis services for all individuals in its defined regional service area, regardless
14 of an individual's ability to pay.
15

16 **1.3 BEHAVIORAL HEALTH CRISIS SERVICES**

17 Behavioral Health Crisis Services (Crisis Services) means providing evaluation and short-term
18 treatment and other services to individuals with an emergent mental health condition or are
19 intoxicated or incapacitated due to substance use and when there is an immediate threat to
20 the individual's health or safety.
21

22 **1.4 INDIVIDUAL**

23 Individual means any person in the RSA regardless of income, ability to pay, insurance status
24 or county of residence. With respect to non-Crisis Services, "Individual" means a person who
25 has applied for, is eligible for, or who has received GFS/FBG services through this contract.
26

27 **1.5 CRITICAL INCIDENT**

28 A situation or occurrence that places an individual at risk for potential harm or causes harm to
29 an individual. Examples include homicide (attempted or completed), suicide (attempted or
30 completed), the unexpected death of an individual, or the abuse, neglect, or exploitation of an
31 individual by an employee or volunteer.
32

33 **1.6 NORTH SOUND INTEGRATED CARE NETWORK (NORTH SOUND ICN)**

34 Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically
35 integrated crisis, Federal Block Grant and Legislative Proviso behavioral health network that
36 will provide behavioral health services in the North Sound Regional Service Area. North Sound
37 ICN is a reference to the network of behavioral health providers contracted with the North
38 Sound BH-ASO, and neither this Agreement nor any other understanding among participants
39 is intended to create a separate legal entity.
40

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

1 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS**

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

9 **2.1 NETWORK PARTICIPATION**

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

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

19
20 **2.2.1 Provision of Integrated Care Services**

21 Provider shall provide Ombuds services to individuals, within the North Sound
22 Regional Service Area (RSA). Such services shall be provided in accordance with
23 this Agreement; North Sound BH-ASO Supplemental Provider Service Guide; HCA
24 standards; North Sound BH-ASO Policies and Procedures; the terms, conditions and
25 eligibility outlined in Contract Exhibits; and the requirements of any applicable
26 government sponsored program.

27 **2.2.2 Standard of Care**

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

32 **2.2.3 Facilities, Equipment, and Personnel**

33 Provider’s facilities, equipment, personnel and administrative services shall be
34 maintained at a level and quality appropriate to perform Provider’s duties and
35 responsibilities under this Agreement and to meet all applicable legal and ASO
36 contractual requirements, including the accessibility requirements of the
37 Americans with Disabilities Act.
38

1 2.2.4 **Assignments**

2 The Provider shall provide Ombuds services to all individuals regardless of their
3 ability to pay.

4 2.2.5 **Capacity**

5 Provider shall ensure availability of services for the duration of the Contract.

6 2.2.6 **Subcontract Arrangements**

7 Any subcontract arrangement entered into by Provider for the delivery of services
8 to individuals shall be in writing and shall bind Provider’s subcontractors to the
9 terms and conditions of this Agreement including, but not limited to, Supplemental
10 Provider Service Guide, terms relating to licensure, insurance, and billing of
11 individuals for services. North Sound BH-ASO will provide ongoing monitoring and
12 oversight to any and all sub-delegation relationships.

13
14 2.3 **PROMOTIONAL ACTIVITIES**

15 At the request of North Sound BH-ASO, Provider shall display promotional materials in its
16 offices and facilities as practical, in accordance with applicable law and cooperate with and
17 participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-
18 ASO name in any advertising or promotional materials without the prior written permission of
19 North Sound BH-ASO.

20
21 2.4 **LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

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

34
35 2.5 **NON-DISCRIMINATION**

36
37 2.5.1 Services. Provider shall not differentiate or discriminate in providing services to
38 individuals because of race, color, religion, national origin, ancestry, age, marital
39 status, gender identity, sexual orientation, physical, sensory or mental handicap,
40 socioeconomic status, or participation in publicly financed programs of health care
41 services. Provider shall render services to individuals in the same location, in the
42 same manner, in accordance with the same standards, and within the same time
43 availability regardless of payor.

1 2.5.2 Employment. Provider shall not differentiate or discriminate against any employee
2 or applicant for employment, with respect to their hire, tenure, terms, conditions
3 or privileges of employment, or any matter directly or indirectly related to
4 employment, because of race, color, religion, national origin, ancestry, age, height,
5 weight, marital status, gender identity, physical, sensory or mental disability
6 unrelated to the individual’s ability to perform the duties of the particular job or
7 position.
8

9 **2.6 DATA INFORMATION SYSTEM REQUIREMENTS**

10
11 2.6.1 Provider shall, where applicable:

- 12 2.6.1.1 Have a health Information System (IS) that complies with the
13 requirements of 42 CFR Part 438.242 and that can report complete and
14 accurate data to North Sound BH-ASO as specified in the North Sound
15 BH-ASO P&P;
- 16 2.6.1.2 Remedy all data errors within 30 days of receipt of an error report from
17 the North Sound BH-ASO IS;
- 18 2.6.1.3 Provide evidence to North Sound BH-ASO, upon request, that error
19 reports have been addressed;
- 20 2.6.1.4 Maintain up to date individual contact information in the IS; and
- 21 2.6.1.5 Maintain a written business continuity and disaster recovery plan with
22 an identified update process (at least annually) that ensures timely
23 restoration of the IS following total or substantial loss of system
24 functionality. A copy of the plan submitted by the Provider through the
25 credentialing process shall be made available upon request for review
26 and audit by North Sound BH-ASO, MCO, HCA, Department of Social
27 Human Services (DSHS) or External Quality Review Organization.
28
29

30 **2.7 BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS**

31 If Provider provides Behavioral Health services, Provider shall utilize the Global Appraisal of
32 Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the
33 quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-
34 occurring disorder, Provider shall consider this information in the development of the
35 individual’s treatment plan, including appropriate referrals. In addition, Provider shall
36 implement, and maintain throughout the term of this Agreement, the Integrated Co-Occurring
37 Disorder Screening and Assessment process, including training for applicable staff. If Provider
38 fails to implement or maintain this process, upon request of North Sound BH-ASO, Provider
39 shall provide a corrective action plan designed to ensure compliance with the requirements of
40 this Section. Such plan shall allow for monitoring of compliance by North Sound BH-ASO.
41

1 **2.8 RECORDKEEPING AND CONFIDENTIALITY**

2
3 **2.8.1 Maintaining Individual Medical Record**

4 Provider shall maintain a medical record for each individual to whom Provider
5 renders behavioral healthcare services. Provider shall establish each individual’s
6 medical record upon the individual’s first encounter with Provider. The individual’s
7 medical record shall contain all information required by state and federal law,
8 generally accepted and prevailing professional practice, applicable government
9 sponsored health programs, and all North Sound BH-ASO P&Ps. Provider shall
10 retain all such records for at least 10 years.

11 **2.8.2 Confidentiality of Individual Health Information**

12 As of the date of this Agreement, each party may be a Business Associate under the Health
13 Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and must
14 comply with the Administrative Simplification Provisions of HIPAA and with the applicable
15 provisions of the Health Information Technology for Economic and Clinical Health Act of
16 2009 (“HITECH Act”), including the Privacy Rule, Security Rule, Breach Notification Rule,
17 and Enforcement Rule (the “HIPAA Rules”). The parties acknowledge that, in their
18 performance under this Agreement, each shall have access to and receive from the other
19 party information protected under HIPAA and Chapter 70.02 RCW, the Washington State
20 Health Care Information Access and Disclosure of 1991 (“Protected Health Information” or
21 “PHI”).

22 **2.8.3 Health Information System**

23 Provider shall implement a documented health information system and a privacy security
24 program that includes administrative, technical and physical safeguards designed to
25 prevent the accidental or unauthorized use or disclosure of individual PHI and medical
26 records. The information system and the privacy and security program shall, at a
27 minimum, comply with applicable HIPAA regulations regarding the privacy and security of
28 PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR §
29 162.200 as well as the HIPAA privacy provisions in Title 13 of the American Recovery and
30 Reinvestment Act of 2009 (“ARRA”).

31 **2.8.4 Delivery of Individual Care Information and Individual Access to Health
32 Information**

33 Provider shall give North Sound BH-ASO, MCO, HCA and/or individuals access to individual
34 health information including, but not limited to, medical records and billing records, for
35 the purpose of inspection, evaluation, and audit, in accordance with the requirements of
36 state and federal law, applicable government sponsored health programs, and North
37 Sound BH-ASO policies and procedures.

38 **2.8.5 Federal Drug and Alcohol Confidentiality Laws**

39 Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a “Part 2 program,”
40 as defined under 42 CFR §2.11, Provider shall obtain a signed written consent that
41 complies with the requirements of 42 CFR Part 2 from each individual, prior to disclosing
42 the individual’s Patient Identifying Information to MCO or HCA. For the purposes of this
43 section, “Patient Identifying Information” shall have the same meaning as under 42 CFR
44 §2.11. Such consent shall explicitly name MCO and/or HCA as an authorized recipient of
45 the individual’s Patient Identifying Information. Provider shall maintain copies of each
46 individual’s consent form in accordance with federal law. North Sound BH-ASO reserves
47 the right to audit Provider’s records to ensure compliance with this Section.

1 **2.9 CLIENT HOLD HARMLESS**

2
3 2.9.1 Provider hereby agrees that in no event, including, but not limited to nonpayment
4 by North Sound BH-ASO, North Sound BH-ASO insolvency, or breach of this
5 contract will Provider bill, charge, collect a deposit from, seek compensation,
6 remuneration, or reimbursement from, or have any recourse against a client or
7 person acting on their behalf, other than North Sound BH-ASO, for services
8 provided pursuant to this Contract. This provision does not prohibit collection of
9 deductibles, copayments, coinsurance, and/or payment for noncovered services,
10 which have not otherwise been paid by a primary or secondary issuer in
11 accordance with regulatory standards for coordination of benefits, from individuals
12 in accordance with the terms of the individual’s health plan.

13 2.9.2 If applicable, Provider agrees, in the event of North Sound BH-ASO insolvency, to
14 continue to provide the services promised in this Contract to individuals of North
15 Sound Regional Service Area for the duration of the period for which premiums on
16 behalf of the individuals were paid to North Sound BH-ASO or until the individual’s
17 discharge from inpatient facilities, whichever time is greater.

18 2.9.3 Notwithstanding any other provision of this Contract, nothing in this contract shall
19 be construed to modify the rights and benefits contained in an Individual’s health
20 plan.

21 2.9.4 Provider may not bill individuals for services where North Sound BH-ASO denies
22 payments because the Provider has failed to comply with the terms or conditions
23 of this Contract.

24 2.9.5 Provider further agrees (i) that the provisions of this subsection 2.9.6 shall survive
25 termination of this contract regardless of the cause giving rise to termination and
26 shall be construed to be for the benefit of North Sound BH-ASO individuals, and (ii)
27 that this provision supersedes any oral or written contrary agreement now existing
28 or hereafter entered into between Provider and individuals or persons acting on
29 their behalf.

30 2.9.6 If Provider contracts with other providers or facilities who agree to provide crisis
31 services to individuals of North Sound BH-ASO with the expectation of receiving
32 payment directly or indirectly from North Sound BH-ASO, such providers or
33 facilities must agree to abide by the provisions of this subsection 2.9.6.

34
35 Willfully collecting or attempting to collect an amount from an individual knowing
36 that collection to be in violation of the participating provider or facility contract
37 constitutes a class C felony under RCW 48.80.030.
38

39 **2.10 PROGRAM PARTICIPATION**

40
41 **2.10.1 Participation in Grievance Program**

42 Provider shall implement a Grievance Program that complies with WAC 182-538C 110 or
43 its successors and shall participate in North Sound BH-ASO’s Grievance Program and
44 cooperate in identifying, processing, and promptly resolving all individual complaints,
45 grievances, or inquiries.

1 2.10.2 **Participation in Quality Improvement Program**

2
3 2.10.2.1 Provider shall develop and implement a quality management plan in
4 accordance with requirements outlined in the North Sound BH-ASO Policy
5 and Procedure or Provider’s accrediting entity.

6 2.10.2.2 Provider shall cooperate and participate in the North Sound BH-ASO Quality
7 Assessment and Performance Improvement activities and Performance
8 Improvement Projects identified by North Sound BH-ASO and/or HCA.

9 2.10.2.3 The Provider shall review the components of the quality management plan
10 at least annually such review will include submitting a report to North Sound
11 BH-ASO on any Quality Assurance activity or changes to the Quality
12 Management Plan, except where the provider holds accreditation from the
13 Joint Commission, Commission on Accreditation of Rehabilitation Facilities
14 or Commission on Accreditation.

15
16 2.10.3 **Participation in Utilization Review and Management Program**

17 Provider shall participate in and comply with the North Sound BH-ASO Utilization Review
18 and Management Program, including all policies and procedures regarding prior
19 authorizations, and shall cooperate with HCA in audits to identify, confirm, and/or assess
20 utilization levels of services.

21
22 2.11 **NOTICES**

23
24 2.11.1 **Critical Incident Reporting**

25 Provider shall send immediate notification to North Sound BH-ASO and, when indicated, to
26 the applicable MCO of any Critical Incident involving an individual. Notification shall be
27 made during the business day on which Provider becomes aware of the Critical Incident. If
28 Provider becomes aware of a Critical Incident involving an individual after business hours,
29 Provider shall provide notice to North Sound BH-ASO and, when indicated, to the
30 applicable MCO as soon as possible the next business day. Provider shall provide to North
31 Sound BH-ASO and, when indicated, to the applicable MCO all available information
32 related to a Critical Incident at the time of notification, including: a description of the
33 event, including the date and time of the incident, the incident location, incident type,
34 information about the individuals involved in the incident and the nature of their
35 involvement; the individual’s or other involved individuals’ service history with Provider;
36 steps taken by Provider to minimize potential or actual harm; and any legally required
37 notification made by Provider. Upon North Sound BH-ASO’s request, and as additional
38 information becomes available, Provider shall update the information provided regarding
39 the Critical Incident and, if requested by MCO, shall prepare a written report regarding the
40 Critical Incident, including any actions taken in response to the incident, the purpose for
41 which such actions were taken, any implications to Provider’s delivery system, and efforts
42 designed to prevent or lessen the possibility of future similar incidents. Reporting shall
43 comport with North Sound BH-ASO Supplemental Provider Service Guide and applicable
44 P&Ps.

45 2.11.2 **Notice of sites/services change**

46 Provider shall, prior to making a public announcement of any site or service changes,
47 notify North Sound BH-ASO in writing and receive approval at least:

- 1 2.11.2.1 120 days prior to closing a Provider site or opening any additional
- 2 site(s) providing services under this Agreement.
- 3 2.11.2.2 30 days prior to any Provider change that would significantly
- 4 affect the delivery of or payment for services provided, including
- 5 changes in tax identification numbers, billing addresses or practice
- 6 locations.
- 7 2.11.2.3 If Provider discontinues services or closes a site in less than 30
- 8 days, Provider shall notify North Sound BH-ASO as soon as
- 9 possible and prior to making a public announcement.
- 10 2.11.2.4 Provider shall notify North Sound BH-ASO of any other changes in
- 11 capacity that result in the Provider being unable to meet any
- 12 requirements of this Agreement. Events that affect capacity
- 13 include, but are not limited to: a decrease in the number,
- 14 frequency, or type of a required service to be provided; employee
- 15 strike or other work stoppage related to union activities; or any
- 16 changes that result in Provider being unable to provide timely,
- 17 medically necessary services.
- 18 2.11.2.5 If any of the above events occurs, Provider shall submit a plan to
- 19 North Sound BH-ASO and, if requested, shall meet with North
- 20 Sound BH-ASO to review the plan at least 30 business days prior to
- 21 the event. The plan should include the following:
- 22
- 23 2.11.2.5.1 Notification of service/site change;
- 24 2.11.2.5.2 Individual notification and communication plan;
- 25 2.11.2.5.3 Plan for provision of uninterrupted services by
- 26 individual; and
- 27 2.11.2.5.4 Any information that will be released to the
- 28 media.
- 29

30 2.11.3 **Termination of Services**

31 Provider shall provide North Sound BH-ASO at least 120 calendar days written notice
32 before provider, any clinic, or subcontractor ceases to provide services to individuals.
33

34 2.11.4 **Reporting Fraud**

35 Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall
36 notify North Sound BH-ASO Compliance Department of all incidents or occasions of
37 suspected fraud, waste or abuse involving Services provided to an individual. Provider
38 shall report a suspected incident of fraud, waste or abuse, including a credible allegation
39 of fraud, within five (5) business days of the date Provider first becomes aware of, or is on
40 notice of, such activity. The obligation to report suspected fraud, waste or abuse shall
41 apply if the suspected conduct was perpetrated by Provider, Provider’s employee, agent,
42 or subcontractor, or individual. Provider shall establish policies and procedures for
43 identifying, investigating, and taking appropriate corrective action against suspected fraud,

waste or abuse. Detailed information provided to employees and subcontractors regarding fraud and abuse policies and procedures and the false Claims Act and the Washington false claims statutes Chapter 74.66 RCW and RCW 74.09.210. Upon request by North Sound BH-ASO, and/or HCA, Provider shall confer with the appropriate State agency prior to or during any investigation into suspected Fraud, waste or abuse.

2.12 **PARTICIPATION IN CREDENTIALING**

Provider shall participate in North Sound BH-ASO’s credentialing and re-credentialing process that shall satisfy, throughout the term of this Agreement, all credentialing and re-credentialing criteria established by North Sound BH-ASO. Provider shall immediately notify North Sound BH-ASO of any change in the information submitted or relied upon by Provider to achieve credentialed status. If Provider’s credentialed status is revoked, suspended or limited by North Sound BH-ASO, North Sound BH-ASO may, at its discretion, terminate this Agreement and/or reassign individuals to another provider.

2.13 **PROVIDER TRAINING AND EDUCATION**

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

2.13.1 **Exception to required training**

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

2.13.2 **Safety and violence-prevention training**

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

2.13.3 **Cultural humility training**

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

2.13.4 **Health Education/Training**

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

2.13.5 **Provider Non-Solicitation**

Provider shall not solicit or encourage individuals to select any particular health plan for the primary purpose of securing financial gain for Provider. Nothing in this provision is intended to limit Provider’s ability to fully inform individuals of all available health care treatment options or modalities

1 **ARTICLE THREE – NORTH SOUND BH-ASO OBLIGATIONS**

2 **3.1 ADMINISTRATIVE SUPPORT**

3 North Sound BH-ASO shall provide the administrative support to the North Sound Integrated
4 Crisis Care Network and will collaborate with Providers in:

- 5
- 6 3.1.1 Establishing and maintaining a multispecialty provider network that is
7 geographically distributed through the service area and that promotes individual
8 choice and access to Participating Providers;
- 9 3.1.2 Developing and supporting the workforce in the provision of active, innovative and
10 evidence-based chronic conditions management practices;
- 11 3.1.3 Developing and implementing Participating Provider practice protocols and
12 supports;
- 13 3.1.4 Creating alliances with other medical practices/groups and providers to help
14 ensure the delivery of whole-person and integrated care;
- 15 3.1.5 Participating in performance measurement, including the reporting of state
16 defined performance measures and HCA identified behavioral health measures;
- 17 3.1.6 Promoting practice transformation and outcome achievement through value-based
18 purchasing;
- 19 3.1.7 Providing support and training on proper coding of services and data transmissions
20 related to encounters.

21

22 **3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE**

23 North Sound BH-ASO shall contract with a network of behavioral health providers to ensure a
24 continuum of crisis behavioral health care to achieve and demonstrate network adequacy.

25

26 **3.3 COLLECTION OF SERVICE ENCOUNTERS**

27 North Sound BH-ASO shall collect service encounters from the Participating Providers and
28 submit them to HCA and/or MCOs.

29

30 **3.4 PAYMENT**

31 North Sound BH-ASO pay Provider for services provided according to the North Sound BH-ASO
32 established rate schedule, detailed in Exhibit B. Additionally, clean claims shall be submitted
33 in established timelines.

- 34
- 35 3.4.1 North Sound BH-ASO shall provide reasonable notice of not less than 60 days of
36 changes that affect Provider’s compensation or the delivery of health care services.
- 37

38 **3.5 COORDINATION**

39 North Sound BH-ASO shall be responsible for coordinating with Participating Providers to
40 meet the obligations identified in this Agreement

1 **ARTICLE FOUR - TERM AND TERMINATION**

2 **4.1 TERM**

3 This Agreement is effective on January 1, 2020, and will remain in effect for an initial term of one year
4 (“Initial Term”), after which it will automatically renew for successive terms of 1 year each (each a
5 “Renewal Term”), unless this Agreement is sooner terminated as provided in this Agreement or either
6 Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days
7 prior to the end of the then-current term.
8

9 **4.2 TERMINATION WITHOUT CAUSE**

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

13 **4.3 TERMINATION WITH CAUSE**

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

22 **4.4 IMMEDIATE TERMINATION**

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

34 **4.5 TERMINATION DUE TO CHANGE IN FUNDING**

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

39 **4.5.1 TERMINATION PROCEDURE**

40 The following provisions shall survive and be binding on the parties in the event
41 this Contract is terminated:
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- 4.5.1.1 Provider 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 individuals, 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. Provider and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Provider and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
 - 4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to North Sound BH-ASO's Program Administrator or their successor, all North Sound BH-ASO assets (property) in Provider and any applicable subcontractor's possession and any property produced under this Contract. Provider and any applicable subcontractors grant North Sound BH-ASO the right to enter upon Provider and any applicable subcontractor's premises for the sole purpose of recovering any North Sound BH-ASO property that Provider and any applicable subcontractors fails to return within 10 business days of termination of this Contract. Upon failure to return North Sound BH-ASO property within 10 business days of the termination of this Contract, Provider and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. Provider and any applicable subcontractors shall protect and preserve any property of North Sound BH-ASO that is in the possession of Provider and any applicable subcontractors pending return to North Sound BH-ASO.
 - 4.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those services authorized and provided through the date of termination. North Sound BH-ASO may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by North Sound BH-ASO.
 - 4.5.1.4 If the Program Administrator terminates this Contract for default, North Sound BH-ASO may withhold a sum from the final payment to Provider that North Sound BH-ASO determines is necessary to protect North Sound BH-ASO against loss or additional liability occasioned by the alleged default. North Sound BH-ASO shall be entitled to all remedies available at law, in equity, or under this Contract. If it is later determined Provider was not in default, or if Provider terminated this Contract for default, Provider shall be entitled to all remedies available at law, in equity, or under this Contract.

1 Should the contract be terminated by either party, North Sound BH-ASO
2 will require the spend-down of all remaining reserves and fund balances
3 within the termination period. Funds will be deducted from the final
4 months' payments until reserves and fund balances are spent. Should
5 the contract be terminated by either party, Provider shall be
6 responsible to provide all behavioral health services through the end of
7 the month for which they have received payment
8

9 4.6 **TERMINATION NOTIFICATION TO INDIVIDUALS**

10 North Sound BH-ASO will inform affected individuals of any termination pursuant to this
11 Contract in accordance with the process set forth in the applicable MCO Policies and
12 Procedures. Individuals may be required to select another provider contracted with North
13 Sound BH-ASO prior to the effective date of termination of this Contract.
14

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

2 **5.1 GENERAL FISCAL ASSURANCES**

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

10
11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:

- 13
14 5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting
15 the public behavioral health system operated by Provider. Administration costs
16 shall be measured on a fiscal year basis and based on the information reported in
17 the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.
- 18 5.2.2 The Provider shall establish and maintain a system of accounting and internal
19 controls which complies with generally accepted accounting principles
20 promulgated by the Financial Accounting Standards Board (FASB), the
21 Governmental Accounting Standards Board (GASB), or both as is applicable to the
22 Provider's form of incorporation.
- 23 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided
24 pursuant to this Contract, are used to support the public behavioral health system
25 within the Service Area;
- 26 5.2.4 Ensure under no circumstances are individuals charged for any covered services,
27 including those out-of-network services purchased on their behalf;
- 28 5.2.5 CFDA #93.788 incorporated herein by reference addressing the opiate epidemic by
29 providing opiate outreach services under this Agreement.
- 30 5.2.6 Produce annual, audited financial statements upon completion and make such
31 reports available to North Sound BH-ASO upon request.

32
33 5.2.6.1 Financial Reporting

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

- 35
36 5.2.6.1.1 The North Sound BH-ASO shall reimburse the Provider for
37 satisfactory completion of the services and requirements
38 specified in this Contract and its attached exhibit(s).
- 39 5.2.6.1.2 The Provider shall submit an invoice and all accompanying
40 reports as specified in the attached exhibit(s), including its
41 final invoice and all outstanding reports. The North Sound
42 BH-ASO shall initiate authorization for payment to the

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Provider not more than 30 days after a complete and accurate invoice is received.

5.2.6.1.3 The Provider shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The North Sound BH-ASO shall initiate authorization for payment to the Provider not more than 30 days after a complete and accurate invoice is received.

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

1 **ARTICLE SIX -OVERSIGHT AND REMEDIES**

2 **6.1 OVERSIGHT AUTHORITY**

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

10
11 Provider shall notify North Sound BH-ASO when an entity other than North Sound BH-ASO
12 performs any audit described above related to any activity contained in this Contract.

13
14 In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of
15 resource, utilization and quality management, as well as, ensure Provider has the clinical,
16 administrative and fiscal structures to enable them to perform in accordance with the terms
17 of the contract. Such reviews may include, but are not limited to: encounter data validation,
18 utilization reviews, clinical record reviews, program integrity, administrative structures
19 reviews, fiscal management and contract compliance. Reviews may include desk reviews,
20 requiring Provider to submit requested information. North Sound BH-ASO will also review any
21 activities delegated under this contract to Provider.

22
23 **6.2 REMEDIAL ACTION**

24 North Sound BH-ASO may require Provider to plan and execute corrective action. Corrective
25 Action Plan (CAP) developed by Provider must be submitted for approval to North Sound BH-
26 ASO within 30 calendar days of notification. CAP must be provided in a format acceptable to
27 North Sound BH-ASO. North Sound BH-ASO may extend or reduce the time allowed for
28 corrective action depending upon the nature of the situation as determined by North Sound
29 BH-ASO.

30
31 6.2.1 CAP must include:

32
33 6.2.1.1 A brief description of the findings; and

34 6.2.1.2 Specific actions to be taken, a timetable, a description of the monitoring
35 to be performed, the steps taken and responsible individuals that will
36 reflect the resolution of the situation.

37
38 6.2.2 CAP may:

39 Require modification of any policies or procedures by Provider relating to the
40 fulfillment of its obligations pursuant to this Contract.
41

- 1 6.2.3 CAP is subject to approval by North Sound BH-ASO, which may:
2
3 6.2.3.1 Accept the plan as submitted;
4 6.2.3.2 Accept the plan with specified modifications;
5 6.2.3.3 Request a modified plan; or
6 6.2.3.4 Reject the plan.
7
8 6.2.4 Provider agrees that North Sound BH-ASO may initiate remedial action as outlined
9 in subsection (e) below if North Sound BH-ASO determines any of the following
10 situations exist and except for instances described in subsection (d) (i), if corrective
11 actions have not been completed within the timetable acceptable to North Sound
12 BH-ASO:
13
14 6.2.4.1 If a problem exists that poses a threat to the health or safety of any
15 person or poses a threat of property damage/an incident has occurred
16 that resulted in injury or death to any person/resulted in damage to
17 property.
18 6.2.4.2 Provider has failed to perform any of the behavioral health services
19 required in this Contract, which includes the failure to maintain the
20 required capacity as specified by North Sound BH-ASO to ensure
21 enrolled individuals receive medically necessary services, including
22 delegated functions; except, that no remedial action pursuant to
23 subsection (e) hereof shall be taken if such failure to maintain required
24 capacity is due to any interruption in, or depletion of the available
25 amount of money to Provider as described in Exhibit B of this contract
26 for purposes of performing services under this contract; however, in
27 such an instance, North Sound BH-ASO may terminate all or part of this
28 contract on as little as 30 days written notice.
29 6.2.4.3 Provider has failed to develop, produce and/or deliver to North Sound
30 BH-ASO any of the statements, reports, data, data corrections,
31 accountings, claims and/or documentation described herein, in
32 compliance with all the provisions of this Contract.
33 6.2.4.4 Provider has failed to perform any administrative function required
34 under this Contract, including delegated functions. For the purposes of
35 this section, “administrative function” is defined as any obligation other
36 than the actual provision of behavioral health services.
37 6.2.4.5 Provider has failed to implement corrective action required by the state
38 and within North Sound BH-ASO prescribed timeframes.
39
40 6.2.5 North Sound BH-ASO may impose any of the following remedial actions in
41 response to findings of situations as outlined above.
42

- 1 6.2.5.1 Withhold two (2%) percent of the next monthly payment and each
- 2 monthly payment thereafter until the corrective action has achieved
- 3 resolution. North Sound BH-ASO, at its sole discretion, may return a
- 4 portion or all of any payments withheld once satisfactory resolution has
- 5 been achieved.
- 6 6.2.5.2 Compound withholdings identified above by an additional one-half of
- 7 one percent (1/2 of 2%) for each successive month during which the
- 8 remedial situation has not been resolved.
- 9 6.2.5.3 Revoke delegation of any function delegated under this contract.
- 10 6.2.5.4 Deny any incentive payment to which Provider might otherwise have
- 11 been entitled under this Contract or any other arrangement by which
- 12 DBHR provides incentives.
- 13 6.2.5.5 Termination for Default, as outlined in this Contract.

14

15 **6.3 NOTICE REQUIREMENTS**

16 Whenever this Contract provides for notice to be provided by one party to another, such

17 notice shall be in writing and directed to the chief executive office of the Provider and the

18 project representative of the County department specified on page one of this Contract. Any

19 time within which a party must take some action shall be computed from the date that the

20 notice is received by said party.

21

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

2
3 **7.1 BACKGROUND**

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

17 **7.2 MUTUAL COMMITMENTS**

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

25 **7.3 ASSIGNMENT**

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

32 **7.4 AUTHORITY**

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

1 **7.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 The parties shall comply with all relevant state or federal law, policy, directive, or government
3 sponsored program requirements relating to the subject matter of this Agreement. The provisions of
4 this Agreement shall be construed in a manner that reflects consistency and compliance with such
5 laws, policies and directives. Without limiting the generality of the foregoing, the parties shall comply
6 with applicable provisions of Schedule 1 to this Agreement (Apple Health Participating Provider
7 Agreement Attachment), attached hereto and incorporated herein:
8

- 9 7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
- 10 7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 11 7.5.3 Americans with Disabilities Act of 1990;
- 12 7.5.4 Title VI of the Civil Rights Act of 1964;
- 13 7.5.5 Age Discrimination Act of 1975;
- 14 7.5.6 All local, State and Federal professional and facility licensing and certification
15 requirements/standards that apply to services performed under the terms of this
16 Contract;
- 17 7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 18 7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the
19 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
20 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
21 CFR Part 15), which prohibit the use of facilities included on the EPA List of
22 Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the
23 EPA.
- 24 7.5.9 Any applicable mandatory standards and policies relating to energy efficiency,
25 which are contained in the State Energy Conservation Plan, issued in compliance
26 with the federal Energy Policy and Conservation Act;
- 27 7.5.10 Those specified in RCW Title 18 for professional licensing;
- 28 7.5.11 Reporting of abuse as required by RCW 26.44.030;
- 29 7.5.12 Industrial insurance coverage as required by RCW Title 51;
- 30 7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
- 31 7.5.14 WAC 246-341
- 32 7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as
33 described in 42 CFR §422.208; and b) does not Contract with any subcontractor
34 operating such a plan.
- 35 7.5.16 HCA/MCO Quality Strategy;
- 36 7.5.17 OMB Circulars, BARS Manual and BARS Supplemental Behavioral Health
37 Instructions;
- 38 7.5.18 Any applicable federal and state laws that pertain to individual’s rights. Provider
39 shall ensure its staff takes those rights into account when furnishing services to
40 individuals.

- 1 7.5.19 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which
- 2 prohibits making payments directly or indirectly to physicians or other providers as
- 3 an inducement to reduce or limit behavioral health services provided to
- 4 individuals;
- 5 7.5.20 Any policies and procedures developed by DSHS/Health Care Authority which
- 6 governs the spend-down of individual's assets;
- 7 7.5.21 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
- 8 knowingly have a director, officer, partner, or person with a beneficial ownership
- 9 of more than five (5%) of Provider, BHA or subcontractor's equity, or an employee,
- 10 Provider, or consultant who is significant or material to the provision of services
- 11 under this Contract, who has been, or is affiliated with someone who has been,
- 12 debarred, suspended, or otherwise excluded by any federal agency.
- 13 7.5.22 Federal and State non-discrimination laws and regulations;
- 14 7.5.23 HIPAA (45 CFR parts 160-164);
- 15 7.5.24 Confidentiality of Substance Use Disorder 42 CFR Part 2;
- 16 7.5.25 HCA-CIS Data Dictionary and its successors;
- 17 7.5.26 Federal funds must not be used for any lobbying activities.

18
19 If Provider is in violation of a federal law or regulation and Federal Financial Participation is
20 recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North
21 Sound BH-ASO within 20 days of such recoupment.

22
23 Upon notification from HCA/MCO, North Sound BH-ASO shall notify Provider in writing of
24 changes/modifications in HCA contract requirements.

25 26 7.6 **COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

27 Provider shall comply with all North Sound BH-ASO Supplemental Provider Service Guide and
28 operational policies that pertain to the delivery of services under this Contract that are in
29 effect when the Contract is signed or come into effect during the term of the Contract. North
30 Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements
31 affecting this Contract immediately upon North Sound BH-ASO receiving knowledge of such
32 change.

33 34 7.7 **CONFIDENTIALITY OF PERSONAL INFORMATION**

35 Provider shall protect all Personal Information, records and data from unauthorized disclosure
36 in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for
37 individuals receiving SUD services, in accordance with 42 CFR Part 2 and WAC 388-877B.
38 Provider shall have a process in place to ensure all components of its provider network and
39 system understand and comply with confidentiality requirements for publicly funded
40 behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information
41 concerning applicants and recipients may be disclosed for purposes directly connected with
42 the administration of this Contract and the State Medicaid Plan. Provider shall read and
43 comply with all HIPAA policies.

1 7.8 **CONTRACT PERFORMANCE/ENFORCEMENT**
2 North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including the
3 "cut through" right to enforce performance should Provider be unwilling or unable to enforce
4 action on the part of its subcontractor(s). In the event Provider dissolves or otherwise
5 discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to
6 enforce the terms and conditions of this Contract directly with subcontractors; provided North
7 Sound BH-ASO keeps Provider reasonably informed concerning such enforcement. Provider
8 shall include this clause in its contracts with its subcontractors. In the event of the dissolution
9 of Provider, North Sound BH-ASO's rights in indemnification shall survive.

10
11 7.9 **COOPERATION**
12 The parties to this Contract shall cooperate in good faith to effectuate the terms and
13 conditions of this Contract.

14
15 7.10 **DEBARMENT CERTIFICATION**
16 Provider, by signature to this Contract, certifies Provider and any Owners are not presently
17 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by
18 any Federal department or agency from participating in transactions (Debarred) and is not
19 listed in the Excluded Parties List System in the System for Award Management (SAM)
20 website. Provider shall immediately notify North Sound BH-ASO if, during the term of this
21 Contract, Provider becomes debarred.

22
23 7.11 **EXCLUDED PARTIES**
24 Provider is prohibited from paying with funds received under this Contract for goods and
25 services furnished, ordered, or prescribed by excluded individuals and entities SSA section
26 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b)).

27
28 Provider shall monitor for excluded individuals and entities by:

29
30 7.11.1 Screening Provider and subcontractor's employees and individuals and entities
31 with an ownership or control interest for excluded individuals and entities prior to
32 entering into a contractual or other relationship where the individual or entity
33 would benefit directly or indirectly from funds received under this Contract.

34 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
35 individuals and entities with an ownership or control interest for excluded
36 individuals and entities that would benefit directly or indirectly from funds
37 received under this Contract.

38 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
39 entities with an ownership or control interest that would benefit from funds
40 received under this Contract for newly added excluded individuals and entities.

41

1 Report to North Sound BH-ASO:
2

- 3 7.11.4 Any excluded individuals and entities discovered in the screening within 10
4 business days;
- 5 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
6 individuals and entities and the recovery of such payments;
- 7 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
8 subcontractor's employees and individuals with an ownership or control interest
9 discovered in the screening;
- 10 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership or
11 control interest convicted of any criminal or civil offense described in SSA section
12 1128 with 10 business days of Provider becoming aware of the conviction;
- 13 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective
14 date of termination to include full details of the reason for termination;
- 15 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or
16 control interest.

17
18 Provider must provide a list with details of ownership and control no later than 30 days from
19 the date of ratification and shall keep the list up to date thereafter.
20

21 Provider will not make any payments for goods or services that directly or indirectly benefit
22 any excluded individual or entity. Provider will immediately recover any payments for goods
23 and services that benefit excluded individuals and entities it discovers.
24

25 Provider will immediately terminate any employment, contractual and control relationships
26 with an excluded individual and entity it discovers.
27

28 Civil monetary penalties may be imposed against Provider if it employs or enters into a
29 contract with an excluded individual or entity to provide goods or services to enrollees (SSA
30 section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).
31

32 An individual or entity is considered to have an ownership or control interest if they have
33 direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a
34 general manager, business manager, administrator, or director) who exercises operational or
35 managerial control or who directly or indirectly conducts day-to-day operations (SSA section
36 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).
37

38 In addition, if North Sound BH-ASO/MCO/HCA notifies Provider that an individual or entity is
39 excluded from participation by HCA, Provider shall terminate all beneficial, employment,
40 contractual and control relationships with the excluded individual or entity immediately.
41

42 The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>.
43

44 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

1 7.12 **DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**
2 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

3 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services
4 under this Contract may be provided by Provider and subcontractors to individuals under the
5 Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,
6 RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such
7 individuals, or any other persons, occupy the position of intended third-party beneficiaries of
8 the obligations assumed by either party to this Contract. Such third parties shall have no right
9 to enforce this Contract.

10
11 7.13 **EXECUTION, AMENDMENT AND WAIVER**

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

17
18 7.14 **HEADINGS AND CAPTIONS**

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

22
23 7.15 **INDEMNIFICATION**

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

41

1 7.16 **INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**
2 The parties intend that an independent contractor relationship be created by this contract.
3 Provider acknowledges that Provider, its employees, or subcontractors are not officers,
4 employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's
5 employees and subcontractors out as, nor claim status as, officers, employees, or agents of
6 North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or
7 subcontractors any rights, privileges, or benefits which would accrue to an employee of North
8 Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all
9 obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider,
10 Provider's employees and subcontractors unless specified in this Contract.
11

12 7.17 **INSURANCE**
13 North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all
14 exposure to tort liability, general liability, property damage liability and vehicle liability, if
15 applicable, as provided by RCW 43.19.
16
17 By the date of execution of this Contract and post 15 days renewal of said contract, the
18 Provider shall procure and maintain insurance for the duration of this Contract, Provider shall
19 carry Commercial General Liability (CGL) insurance to include coverage for bodily injury,
20 property damage, and contractual liability, with the following minimum limits: Each
21 Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of
22 premises, operations, independent contractors, personal injury, advertising injury, and liability
23 assumed under an insured contract. The costs of such insurance shall be paid by the Provider
24 or subcontractor. The Provider may furnish separate certificates of insurance and policy
25 endorsements for each subcontractor as evidence of compliance with the insurance
26 requirements of this Contract. The Provider is responsible for ensuring compliance with all of
27 the insurance requirements stated herein. Failure by the Provider, its agents, employees,
28 officers, subcontractors, providers, and/or provider subcontractors to comply with the
29 insurance requirements stated herein shall constitute a material breach of this Contract. All
30 non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).
31

32 7.18 **INTEGRATION**
33 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
34 parties. No other understandings, oral or otherwise, regarding the subject matter of this
35 Contract shall be deemed to exist or to bind any of the parties hereto.
36

37 7.19 **MAINTENANCE OF RECORDS**
38 Provider shall prepare, maintain, and retain, accurate records, including appropriate medical
39 records and administrative and financial records, related to this Agreement and to Services
40 provided hereunder in accordance with industry standards, applicable federal and state
41 statutes and regulations, and state and federal sponsored health program requirements. Such
42 records shall be maintained for the maximum period required by federal or state law. North
43 Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound
44 BH-ASO to perform its obligations hereunder, to comply with federal and state laws and
45 regulations, and to ensure compliance with applicable accreditation and HCA requirements.

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

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

15 **7.20 NOTICE OF AMENDMENT**

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

21 **7.21 NO WAIVER OF RIGHTS**

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

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

31 **7.22 ONGOING SERVICES**

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

36 **7.23 OVERPAYMENTS**

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

1 7.24 **OWNERSHIP OF MATERIALS**

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

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

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

16
17 7.25 **PERFORMANCE**

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

23
24 7.26 **RESOLUTION OF DISPUTES**

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

34
35 7.27 **SEVERABILITY AND CONFORMITY**

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

40
41 7.28 **SINGLE AUDIT ACT**

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

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

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

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

24 25 7.29 **SUBCONTRACTS**

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

- 28
29 7.29.1 The Provider shall not assign or subcontract any portion of this Contract or transfer
30 or assign any claim arising pursuant to this Contract without the written consent of
31 North Sound BH-ASO Said consent must be sought in writing by the Provider not
32 less than 15 days prior to the date of any proposed assignment.
- 33 7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.
- 34 7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts
35 with any person or BHA excluded from participation in federal health care
36 programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or
37 suspended per this Contract's General Terms and Conditions.
- 38 7.29.4 Provider shall require subcontractors to comply with all applicable federal and
39 state laws, regulations and operational policies as specified in this Contract.
- 40 7.29.5 Provider shall require subcontractors to comply with all applicable North Sound
41 BH-ASO operational policies as applicable.
- 42 7.29.6 Subcontracts for the provision of behavioral health services must require
43 subcontractors to provide individuals access to translated information and
44 interpreter services.

- 1 7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources
- 2 are identified and pursued.
- 3 7.29.8 Provider shall oversee, be accountable for and monitor all functions and
- 4 responsibilities delegated to a subcontractor for conformance with any applicable
- 5 statement of work in this Contract on an ongoing basis including written reviews.
- 6 7.29.9 Provider will monitor performance of the subcontractors on an annual basis and
- 7 notify North Sound BH-ASO of any identified deficiencies or areas for improvement
- 8 requiring corrective action by Provider.
- 9 7.29.10 The Provider agrees to include the following language verbatim in every
- 10 subcontract for services which relate to the subject matter of this Contract:

11
12 Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its
13 officers, employees and agents from any and all costs, claims, judgments, and/or awards of
14 damages arising out of, or in any way resulting from the negligent act or omissions of
15 subcontractor, its officers, employees, and/or agents in connection with or in support of this
16 Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a
17 third-party beneficiary to this Contract and shall have the right to bring an action against
18 subcontractor to enforce the provisions of this paragraph.

19
20 Those written subcontracts shall:

- 21
- 22 7.29.11 Require subcontractors to hold all necessary licenses, certifications/permits as
- 23 required by law for the performance of the services to be performed under this
- 24 Contract;
- 25 7.29.12 Require subcontractors to notify Provider in the event of a change in status of any
- 26 required license or certification;
- 27 7.29.13 Include clear means to revoke delegation, impose corrective action, or take other
- 28 remedial actions if the subcontractor fails to comply with the terms of the
- 29 subcontract;
- 30 7.29.14 Require the subcontractor to correct any areas of deficiencies in the
- 31 subcontractor’s performance that are identified by Provider, North Sound BH-
- 32 ASO/HCA;
- 33 7.29.15 Require best efforts to provide written or oral notification within 15 business days
- 34 of termination of a Primary Care Provider (PCP) to individuals currently open for
- 35 services who had received a service from the affected PCP in the previous 60 days.
- 36 Notification must be verifiable in the individual’s medical record at the
- 37 subcontractor.
- 38

39 7.30 **SURVIVABILITY**

40 The terms and conditions contained in this Contract by their sense and context are intended
41 to survive the expiration of this Contract and shall so survive. Surviving terms include but are
42 not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and
43 Enforcement, Confidentiality of Individual Information, Resolution of Disputes,
44 Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and
45 Contract Administration Warranties and Survivability.

1 7.31 **TREATMENT OF INDIVIDUAL’S PROPERTY**

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

11 7.32 **WARRANTIES**

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

17 7.33 **CONTRACT CERTIFICATION**

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

23 The Program Administrator for North Sound Administrative Services Organization, LLC is:

24
25 Joe Valentine, Executive Director
26 North Sound BH-ASO
27 301 Valley Mall Way, Suite 110
28 Mount Vernon, WA 98273-5462
29

30 The Program Administrator for Community Action of Skagit County is:

31
32 William B. Henkel, Executive Director
33 Community Action of Skagit County
34 330 Pacific Place
35 Mount Vernon, WA 98273
36

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

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

2

3

4 **NORTH SOUND ASO**

5

6

7

8

9 _____
Joe Valentine Date

10 Executive Director

_____ Date

William Henkel
Executive Director