

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

**PROJECTS FOR ASSISTANCE IN TRANSITION
FROM HOMELESSNESS
(PATH)**

WITH

COMPASS HEALTH

IN

SNOHOMISH and WHATCOM COUNTIES

NORTH SOUND BH-ASO-COMPASS-PATH-19-20

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

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Exhibit A –Service Definitions

Exhibit B – Local Provider Intended Use Plans (IUP)

Exhibit C – Performance Measures (informational only)

Exhibit D – Supplemental Provider Service Guide located at: <https://nsbhaso.org/providers/supplemental-provider-service-guide>

Exhibit E –Federal Award Identification (Snohomish and Whatcom Counties)

Exhibit F – Confidential Information Security Requirements

Exhibit G – Local Match Certification

1 **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) CONTRACT**
2 **BETWEEN**
3 **NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC**
4 **and**
5 **COMPASS HEALTH**
6 **in**
7 **SNOHOMISH and WHATCOM COUNTIES**

8
9 **CONTRACT #NORTH SOUND BH-ASO-COMPASS HEALTH-PATH-19-20**

10
11
12 **THIS BEHAVIORAL HEALTH SERVICES CONTRACT** (the “Contract”), pursuant to RCW Chapter 71.24 and
13 all relevant and associated statutes, as amended, is made and entered into by and between the NORTH
14 SOUND BEHAVIORAL HEALTH ADMINSTRATIVE SERVICES ORGANIZATION, LLC, a governmental limited
15 liability company pursuant to RCW Chapter 70.24 (North Sound BH-ASO) 301 Valley Mall Way, Suite 110,
16 Mount Vernon, WA 98273 and COMPASS HEALTH, (Contractor) a Washington Behavioral Health Agency,
17 PO Box 3810, Everett, WA 98213.

18
19 This Contract incorporates the Exhibits to the Contract and other documents incorporated by reference.

20
21 The effective date of this Contract is October 1, 2019 through September 30, 2020.

22
23 **A. DEFINITIONS**

24
25 Audit is a systematic review or appraisal made to determine whether internal accounting and other
26 control systems provide reasonable assurance of compliance with:

- 27
28 1. Properly conducted financial operations;
29 2. Fairly and accurately presented financial reports;
30 3. Applicable laws, regulations and other grant terms;
31 4. Economical and efficient management of resources from grant; and
32 5. Effective achievement of desired results and objectives.

33
34 Behavioral Health Service Integration Administration (BHSIA) is a department in the Division of Social
35 and Health Services (DSHS), its employees and authorized agents.

36
37 Business Associate means a Business Associate as defined in 45 CFR 160.103, who performs or assists
38 in the performance of an activity for or on behalf of North Sound BH-ASO that involves the use and
39 disclosure of protected health information (PHI).

40
41 Case Management for PATH Individuals means preparing a plan for the provision of community mental
42 health or Co-Occurring Substance Use Disorder (SUD) services to PATH Eligible homeless individuals
43 and reviewing plan not less than once every three (3) months.

- 1 1. Providing assistance in obtaining and coordinating social and maintenance services for PATH
2 Eligible homeless individuals, including services relating to daily living activities, personal
3 financial planning, transportation, Habilitation and Rehabilitation services, pre-vocational and
4 vocational services and Housing Services.
- 5 2. Providing assistance to PATH Eligible homeless individuals in obtaining income support
6 services, including housing assistance, food stamps, supplemental security, disability income
7 benefits and veterans' benefits.
- 8 3. Referring PATH Eligible homeless individuals for other services consistent with the PATH
9 individual's needs.
- 10 4. Providing representative payee services in accordance with Section 161(a)(2) of the Social
11 Security Act if the PATH Eligible homeless individual is receiving aid under Title XVI of such act
12 and if applicant is designated by the Secretary to provide such services.

13
14 Chronic Homelessness means a homeless individual/head of household with a disability who:

- 15 1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter.
- 16 2. Hass been homeless and living (in such a place) continuously for at least twelve (12) months OR
17 on at least four (4) occasions in the last three (3) years, as long as combined occasions are
18 greater than or equal to twelve (12) months, AND
- 19 3. Each break in homelessness equals seven-plus (7+) nights. Facility stays less than ninety (90)
20 days do not constitute a break in homelessness. A homeless individual may be residing/have
21 resided in an institution care facility for less than ninety (90) days AND met all the above
22 criteria before entering the facility.

23
24 Code of Federal Regulations (CFR) means all references in this Contract to CFR chapters or sections
25 shall include any successor, amended, or replacement regulation.

26
27 Contact means a face-to-face encounter for the purpose of determining an individual's eligibility for
28 PATH services, personal encounter, or presence planned to establish trust and gain information from a
29 possibly eligible individual.

30
31 Coordinated Entry means a system that allows for coordinated entry into a local homeless service
32 system, as well as coordinate movement within and ultimately exit from the system ,Coordinated
33 Entry increase the efficiency of a homeless assistance system by standardizing access to homeless
34 services and coordinating program referrals.

35
36 Co-Occurring means an individual who has at least one (1) Serious Mental Illness (SMI) and SUD; the
37 SMI and SUD can be diagnosed independently of one another.

38
39 Confidential Information means information that is exempt from disclosure to the public or other
40 unauthorized persons under RCW Chapter 42.56 or other Federal or State laws. Confidential
41 information includes, but is not limited to, personal information.

42
43 Debarment means an action taken by a Federal official to exclude a person or business entity from
44 participating in transactions involving certain Federal funds.

1 Department of Social and Health Services (DSHS) or the department means the State of Washington
2 and its Secretary, officers, employees and authorized agents.

3
4 Enrolled PATH Individual means an individual who has been determined to meet the PATH eligibility
5 criteria; clinical or formal records have been prepared and are being served by PATH Funds.

6
7 Habilitation and Rehabilitation means teaching PATH enrolled individuals' new skills or assisting PATH
8 enrolled individuals to re-learn skills they once had but lost as the result of mental illness or Co-
9 Occurring SUD.

10
11 Homeless Management Information System (HMIS) means a system managed by the local continuum
12 of care for the Balance of State homeless system managed by Department of Commerce. As
13 mandated by the Homeless Housing and Assistance Act (ESSHB 2163-2005), the Department of
14 Commerce is responsible for operating the HMIS for counties that do not operate their own compliant
15 system.

16
17 Homeless means an individual who:

- 18 1. Is homeless or at imminent risk of becoming homeless;
- 19 2. Lacks fixed, regular and adequate nighttime residence; or
- 20 3. Has a primary nighttime residence that is:
 - 21 a. A supervised publicly or privately-operated shelter designed to provide temporary
 - 22 living accommodations; or
 - 23 b. An institution that provides a temporary residence for individuals; or
 - 24 c. A public or private place not designed for, or ordinarily used as, a regular sleeping
 - 25 accommodation for human beings.

26
27
28
29 Housing Services means provision or assistance with:

- 30 1. Minor renovation, expansion and repair of housing;
- 31 2. Plans for housing;
- 32 3. Applying for housing assistance;
- 33 4. Improving the coordination of housing services; and
- 34 5. Security deposits, which are the costs associated with matching PATH Eligible homeless
35 individuals with appropriate housing situations and one-time rental payment to prevent
36 eviction.

37
38
39 Imminent Risk or At Risk of becoming homeless means:

- 40 1. Having a recent history of homelessness;
- 41 2. Having a doubled-up living arrangement, temporary, or inadequate housing where the
42 individual's name is not on the lease;
- 43 3. Having received an eviction notice without a fixed, adequate night-time residence in which to
44 move; and/or
- 45

1 4. Being discharged from a healthcare or criminal justice facility without a place to live.

2
3 Intended Use Plan (IUP) means Section C of the Contractor-submitted and HCA-approved local
4 provider IUP for the Washington PATH application for Federal funding. For purposes of this Contract,
5 the Contractor's IUP is attached hereto and incorporated herein by this reference as Exhibit B.

6
7 Outreach means face-to-face contact provided in an effort to identify PATH Eligible individuals.
8 Outreach may include finding and contacting potential PATH Eligible individuals who have come into a
9 social service program, such as, a peer center.

10
11 PATH Eligible homeless individuals are adults (age 18 or over) with a diagnosable and persistent
12 mental or emotional impairment that seriously limits the individual's major life activities and
13 individuals who may also have Co-Occurring SUD.

14
15 PATH Funds means Federal funds awarded by the State to the Behavioral Health Administrative
16 Services Organization (BH-ASO) and do not include the required non-Federal match or any other form
17 of match or funding.

18
19 PATH ineligible is individuals who:

- 20
21 1. Under the age of 18 years of age;
22 2. Have been housed for a period up to one (1) year;
23 3. Are served by Veterans Administration (VA)/subcontractors of the VA, who are providing the
24 full range of all needed services stipulated by PATH statutes; and/or
25 4. Are enrolled into the Prepaid Inpatient Health Plan (PIHP)/BH-ASO and are receiving all
26 necessary services which intend to transition the individual from homelessness into secure
27 housing, case management services, employment services, psychiatric and medical
28 services/other services that will assist the individual in avoiding homelessness.

29
30 Personal Information means information identifiable to any person including, but not limited to,
31 information that relates to a person's name, health, finances, education, business, use or receipt of
32 governmental services or other activities, addresses, telephone numbers, social security numbers,
33 driver license numbers, other identifying numbers and any financial identifiers.

34
35 Projects for Assistance in Transition from Homelessness (PATH)

36
37 Revised Code of Washington (RCW) means all references in this Contract to RCW chapters or sections
38 shall include any successor, amended, or replacement statute. The RCW can be accessed at
39 <http://slc.leg.wa.gov>

40
41 Regulation means any Federal, State, or local regulation, rule, or ordinance.

42
43 Screening and Diagnostic means determination of need for services from either an assessment by a
44 paraprofessional or formal diagnosis by a Mental Health Professional (MHP).

1 Serious Mental Illness (SMI) or means an adult individual (age 18 or over) with a diagnosable and
2 persistent mental or emotional impairment that seriously limits the individual’s major life
3 activities/ability to live independently.
4

5 Service Definitions for PATH Funded Services (Exhibit A) means the set of federally required service
6 report definitions that must be used as the basis of reporting services to PATH enrollees or potential
7 enrollees through the electronically based reporting process established for Washington State PATH
8 individuals.
9

10 Subcontract means a separate contract between Contractor and an individual or entity (subcontractor)
11 to perform all or a portion of the duties and obligations, which Contractor is obligated to perform
12 pursuant to this Contract.
13

14 Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through
15 entity to carry out a Federal program, but does not include, an individual that is a beneficiary of such a
16 program. A subrecipient may also be a recipient of other Federal awards directly from a Federal
17 awarding agency.
18

19 SUD means an adult (age 18 or over) with a diagnosable and persistent substance related disorder that
20 seriously limits the individual’s major life activities/ability to live independently.
21

22 Supportive and Supervisory are services given in residential settings to a PATH Eligible individual.
23

24 Washington Administrative Code (WAC) means all references in this Contract to WAC chapters or
25 sections shall include any successor, amended, or replacement regulation. The WAC can be accessed
26 at <http://slc.leg.wa.gov>
27

1 **B. PURPOSE AND STATEMENT OF WORK**

2 The purpose of this Contract is for Contractor to conduct a PATH project that will accommodate
3 the local needs and circumstances of PATH Eligible individuals. Contractor will provide PATH
4 Eligible services as provided for in the federal Department of Health and Human Services (DHHS),
5 Substance Abuse and Mental Health Services Administration (SAMHSA) FY 201 Application and
6 Request for Application (RFA) #SM-18-F2.
7

8 **1. STATEMENT OF WORK**

9 Contractor shall provide the services, staff and otherwise do all things necessary for or
10 incidental to the performance of work as set forth below:
11

12 Solicit PATH individuals' and public comments and recommendations to identify the service
13 needs of PATH individuals, at least annually.
14

- 15 a. Use information received from this process, PATH project management experience
16 and other information gained from reliable sources on homelessness to develop and
17 implement an integrated system of PATH services, activities and housing to
18 accommodate the local needs and circumstances of homeless individuals.
- 19 b. Ensure PATH services and activities are consistent with PATH Eligible services as
20 provided for in the PL 101-645, Title V and Subtitle B as described in RFA # SM 18-F2.
- 21 c. Provide services and activities described in Contractor submitted and HCA approved,
22 Exhibit B, IUP(s) within approved budget amounts and categories according to Section
23 C.3.
24

25 The IUP shall be the basis of Contractor's and any HCA-approved subcontractors' PATH
26 services and activities using PATH funds under this Contract.
27

- 28 a. Services and activities provided shall comport with the IUP(s), Exhibit B.
- 29 b. Services shall be culturally competent, professional and effective.
- 30 c. Services shall be provided in the least intrusive manner in locations where PATH
31 Eligible individuals may be found and served.
- 32 d. The number of individuals to be served (contacted) are listed in the Client Information
33 section of Exhibit B: Local Provider Intended Use Plan (IUP);
- 34 e. Services and activities shall be provided as described in the IUP, Exhibit B.
- 35 f. Maintain Staffing levels described in the IUP.
- 36 g. North Sound BH-ASO strongly encourages Contractor to provide a smoke-free
37 workplace and promote the non-use of all tobacco products;
- 38 h. Ensure enrolled PATH individuals are screened for eligibility for all possible benefits
39 including, at a minimum:
40
 - 41 1) Services under North Sound BH-ASO or comparable service structures,
42 including but not limited to emergency, psychiatric and medical,
43 residential, employment and community support services;
 - 44 2) Housing Services and resources;
 - 45 3) Veterans' services;

- 1 4) American Indian benefits;
- 2 5) Economic services;
- 3 6) Supplemental Security Income (SSI)/Social Security Disability Insurance
- 4 (SSDI) or other disability and financial benefits;
- 5 7) Medical services;
- 6 8) Substance use services; and
- 7 9) Vocational rehabilitation services.
- 8

- 9 i. Give special consideration to serving veterans and strongly encourage subcontractors
- 10 to consider entities with a demonstrated effectiveness in serving homeless veterans.
- 11 j. PATH sites are strongly encouraged to prioritize services for the chronically homeless
- 12 population.
- 13 k. PATH services should be focused on Outreach efforts to individuals how are homeless
- 14 or chronically homeless.
- 15 l. Participate in the planning and collaboration of local continuum of care committees
- 16 affecting PATH individuals.
- 17 m. Strongly encourage subcontractors to participate in planning and collaboration of
- 18 local continuum of care committees.
- 19 n. Maintain records identifying the source and usage of funds associated with provision
- 20 of housing services.
- 21 o. Be legally and financially responsible for all aspects of PATH services and activities
- 22 under this Contract, including subcontracted agencies.
- 23 p. Ensure no less than the required non-Federal match is contributed from Contractor's
- 24 and subcontractor's sources as required in the Non-Federal Match Contributions,
- 25 detailed in Section 2 and according to the Approved Budget in Section C.3.
- 26 q. Contractor shall not expend more than 20% of PATH funds under this Contract for
- 27 housing services according to the RFA # SM 18-F2.
- 28 r. Contractor shall not subcontract any services and activities under this Contract with
- 29 any agency that:
- 30

- 1 i. Has a policy of excluding individuals from mental health services due to the
2 existence or suspicion of substance use, or
3 ii. Has a policy of excluding individuals from substance use services due to the
4 existence or suspicion of mental illness.
5
6 s. Contractor shall use PATH funds to supplement, not supplant, existing services to
7 individuals who have SMI, have co-occurring SMI and SUD and who are homeless, or
8 at imminent risk of becoming homeless.
9 t. Contractor shall indicate clearly when issuing statements, press releases, requests for
10 proposals, bid solicitations and other documents describing projects or programs
11 funded in whole or part with PATH funds:
12 i. Percentage of total costs of the program or project which will be financed with
13 PATH funds;
14 ii. Dollar amount of PATH funds for the project or program; and
15 iii. Percentage and dollar amount of total costs of the program or project that will
16 be financed by non-governmental sources.
17
18
19 u. Contractor shall use any program income generated under this Contract in accordance
20 with the additional cost alternative of 45 CFR Part 92.25 to further the objectives of
21 PATH program. Program income must be reported on the Federal financial report and
22 used only for allowable costs as set forth in the applicable Federal cost circulars.
23 v. Contractor shall adhere to the following restrictions on Grantee Lobbying –
24 Appropriations Act Section 503:
25 i. No part of any funding under this Contract shall be used other than for normal
26 and recognized executive legislative relationship, for publicity or propaganda
27 purposes, for the preparation, distribution or use of any kit, pamphlet,
28 booklet, publication, radio, television, or video presentation designed to
29 support or defeat legislation pending before Congress, except in presentation
30 to Congress itself or any State legislature, except in presentation to Congress
31 or any State legislative body itself.
32 ii. No part of any funding under this Contract shall be used to pay salary or
33 expenses of any grant or contract recipient or agent acting for such recipient
34 related to any activity designed to influence legislation or appropriations
35 pending before the Congress or State legislature.
36
37
38 w. Contractor shall comply with all requirements including employment standards
39 detailed in 45 CFR Part 76 and RFA #SM 18-F2.
40 x. Contractor shall maintain individual records for enrolled PATH individuals where each
41 individual service record shall contain, at a minimum:
42

- i. Statement of the presenting problem as described by the enrolled PATH individual, as reported by the referral source and as assessed by the screener;
- ii. Context of the referral;
- iii. Condition and functioning of the enrolled PATH individual at the time of initial assessment and subsequently;
- iv. History and symptoms of the enrolled PATH individual’s mental illness reported and observed;
- v. Assessment of basic needs, including legal/safety issues, cultural issues and chemical dependency issues, as appropriate;
- vi. Assessment of PATH enrolled individual’s mental health and/or Co-Occurring mental health and substance use service needs;
- vii. Service plan; and
- viii. Regular notation of PATH individual progress including transfer to other mainstream services, such as, local BH-ASO and PIHP services.

2. DOCUMENTATION

Maintain individual client service records for Enrolled PATH individuals, where each service record shall contain at a minimum:

- i. All contacts between a PATH funded worker and workers and an individual who is potentially PATH eligible or enrolled in PATH must be entered into HMIS
- ii. A statement of the presenting problem(s) as described by the Enrolled PATH individual, as reported by the referral source and as assessed by the screener;
- iii. Documentation of homelessness or chronic homelessness;
- iv. The context of the referral;
- v. The condition and functioning of the Enrolled PATH Client at the time of initial assessment and subsequently;
- vi. The history and symptoms of the Enrolled PATH Individual’s Mental Illness reported and observed;
- vii. An assessment of the Enrolled PATH Individual’s basic needs, including legal and safety issues, cultural issues, and substance Use Disorder service needs;
- viii. A service plan; and
- ix. Regular notation of PATH individual progress service plan accomplishment, including transfer to other mainstream services.

Cooperate with the federally mandated transition to use of Homeless Management Information System (HMIS) data standards and submit PATH service data in accordance with State and Federal requirements.

3. REPORTING REQUIREMENTS

Contractor shall provide the following reports:

Annual Report/IUP

1 Annual Report/IUP must comply with the report requirements below. Contractor will
2 collaborate with North Sound BH-ASO on the items below, some of which may be waived by
3 HCA for purpose of this Contract.

4
5 Analysis of performance based upon IUP and factors that have affected the local PATH
6 project(s). This report shall include measures taken to maintain and improve the integrity of
7 PATH project(s).

8
9 Summary of performance in the following outcome measures:

- 10
11 a. Number of PATH enrolled individuals transitioned into permanent housing;
12 b. Increase or decrease in the number of individuals with Co-Occurring SMI and SUD
13 who receive treatment for both disorders;
14 c. Number of individuals who received outreach and became enrolled with a target of at
15 least 30% of individuals contacted through PATH-supported outreach;
16 d. Report shall be submitted annually to North Sound BH-ASO in the form of an IUP on
17 an HCA established date to be communicated to Contractor, for HCA to meet Federal
18 timelines for response to the annual Federal RFA for PATH funds; and
19 e. Submit monthly service data electronically to HCA contracted data collection service
20 by the 10th day of each month.

21
22 **4. NON-FEDERAL MATCH CONTRIBUTIONS**

23 Contractor shall contribute a required a minimum of 33.3333% of non-Federal match funds
24 for all PATH funds awarded to Contractor directly and indirectly under this Contract.
25

- 1 a. Contractor shall contribute non-Federal match as required according to the following
 2 table for Snohomish and Whatcom Counties:
 3

Snohomish Annual Base Award	Subtotal	Required Minimum Non-Federal Match (33.3333%)	Total PATH Award
\$167,265	\$167,265	\$55,755	\$223,020

Whatcom Annual Base Award	Subtotal	Required Minimum Non-Federal Match (33.3333%)	Total PATH Award
\$51,761	\$51,761	\$17,254	\$69,015

- 4
- 5
- 6 i. PATH Award to Contractor is for PATH services and activities and for Homeless
 7 Management Information System (HMIS) reporting capability used to
 8 participate in PATH data collection activities.
 9 ii. Contractual award of PATH funds under this Contract equals PATH award to
 10 Contractor as listed in the table in this section.
 11
- 12 b. Contractor shall ensure all non-Federal match contributions are in accordance with
 13 federally approved PATH services and activities as stated in RFA #SM 18-F2 and in
 14 accordance with IUP(s) (Exhibit B).
 15 c. Contractor shall submit aggregate non-Federal match contribution amounts with
 16 invoices for PATH fund reimbursement in accordance with the approved budget in
 17 Section C.3.
 18
- 19 i. Non-Federal match contributions shall be reported in the aggregate and
 20 clearly identified on each billing invoice.
 21 ii. Supporting documentation of non-Federal match amounts shall be maintained
 22 in sufficient detail to demonstrate match amounts contributed by budget
 23 category.
 24 iii. Supporting documentation shall be made available to HCA upon request.
 25
- 26 d. Contractor shall annually certify their non-Federal match contributions.
 27

1 **5. CONFIDENTIALITY**

2 Contractor shall not use, publish, transfer, sell, or otherwise disclose any confidential
3 information gained by reason of this Contract for any purpose that is not directly connected
4 with the performance of the services contemplated there under, except:

- 5
- 6 a. As provided in North Sound BH-ASO policy and procedure;
 - 7 b. As provided by law;
 - 8 c. In the case of personal information, as provided by law or with the prior written
9 consent of the individual or personal representative of the person who is the subject
10 of the personal information; and
 - 11 d. Contractor shall protect and maintain all confidential information gained by reason of
12 this Contract against unauthorized use, access, disclosure, modification, or loss. This
13 duty requires the parties to employ reasonable security measures, which include
14 restricting access to the confidential information by:
 - 15
 - 16 i. Allowing access only to staff that have an authorized business requirement to
17 view confidential information; and
 - 18 ii. Physically securing any computers, documents, or other media containing
19 confidential information.
- 20

21 To the extent allowed by law, at the end of the Contract term or when no longer needed, the
22 parties shall return confidential information or certify in writing the destruction of
23 confidential information upon written request by the other party.

24

25 Paper documents with confidential information may be recycled through a contracted firm,
26 provided the contract with the recycler specifies the confidentiality of information will be
27 protected and the information destroyed through the recycling process. Paper documents
28 containing confidential information requiring special handling (i.e., Protected Health
29 Information) must be destroyed through shredding, pulping, or incineration.

30

31 The compromise or potential compromise of confidential information must be reported to
32 North Sound BH-ASO's Privacy Officer within 5 business days of discovery for breaches of less
33 than 500 persons' protected data and 3 business days of discovery for breaches of over 500
34 persons' protected data. The parties must also take actions to mitigate the risk of loss and
35 comply with any notification or other requirements imposed by law. Contractor shall
36 comport with Exhibit D, Data Security.

1 **C. FINANCIAL TERMS AND CONDITIONS**

2
3 **1. GENERAL FISCAL ASSURANCES**

4 Contractor shall comply with all applicable laws and standards including Generally Accepted
5 Accounting Principles and maintain, at a minimum, a financial management system that is a
6 viable, single, integrated system with sufficient sophistication and capability to effectively
7 and efficiently process, track and manage all fiscal matters and transactions.
8

9 **2. FINANCIAL REPORTING**

10 Contractor shall provide the following reports:

11
12 a. Federal Financial Report

13 Provide a Federal financial report to North Sound BH-ASO annually no later than 35
14 days after the Contract's end date, using the object class categories of Federal
15 Standard Form 424A and approved budget in Section C.3.

16 b. Center for Mental Health Services (CMHS) Reports

- 17
18 i. Complete and submit individual service report forms required by CMHS PATH
19 annual reporting guidelines, no later than the deadline established by CMHS,
20 communicated by HCA to North Sound BH-ASO and Contractor and generally
21 within 90 days following the end of the previous Federal fiscal year.
22 ii. Submit individual service data consistent with the national "Service Definitions
23 for PATH Funded Services", Exhibit A.

24
25 c. Contractor shall complete reports according to the time schedules designated and/or
26 communicated by HCA. Failure to submit required reports within the time specified
27 may result in one (1) or more of the following:

- 28
29 i. Withholding of current or future payments;
30 ii. Withholding of additional awards for project; or
31 iii. Suspension or termination of Contract.

32
33 d. Contractor shall retain reporting related records and provide access to the records for
34 the time period specified in 45 CFR Part 74, Subpart D or 45 CFR 92.42.

35
36 Financial and programmatic records, supporting documents, statistical records and all
37 other records of Contractor or subcontractor that are required by the terms of this
38 Contract or a subcontract or may reasonably be considered pertinent to this Contract
39 or subcontract must be retained.
40

1 **3. CONSIDERATION**

- 2
- 3 a. Total maximum consideration payable to Contractor for satisfactory performance of
- 4 the work under this Contract is the direct award of FFY 2019 PATH funds in the
- 5 amount of \$219,026.
- 6 b. Funding that supports this contract comes from PATH funds, from DHHS and Catalog
- 7 of Federal Domestic Assistance (CFDA) #93.150.
- 8 c. All PATH direct awards are to be used for federally approved PATH services and
- 9 activities as stated in RFA #SM 18-F2 and in accordance with HCA approved IUP
- 10 (Exhibit B).
- 11 d. Local Match Certification, Exhibit G, is submitted with final contract billing.
- 12

13 **APPROVED BUDGET – SNOHOMISH COUNTY**

14

	PATH Grant	Matched Dollars*	Totals
Personnel	\$114,988	\$56,636	\$171,624
Fringe Benefits	\$40,246	\$19,823	\$60,069
Travel	\$2,940	\$1,500	\$4,440
Equipment	\$0	\$2,200	\$2,200
Supplies	\$500	\$800	\$1,300
Contractual	\$0	\$0	\$0
Other	\$2,158	\$49,742	\$51,900
Total Direct Charges	\$160,832	\$130,701	\$291,533
Indirect Charges	\$6,433	\$49,687	\$56,120
Grant Total	\$167,265	\$180,388	\$347,653

APPROVED BUDGET – WHATCOM COUNTY

	PATH Grant	Matched Dollars*	Totals
Personnel	\$37,311	\$24,799	\$61,930
Fringe Benefits	\$12,996	\$8,680	\$21,676
Travel	\$0	\$1,800	\$1,800
Equipment	\$0	\$1,400	\$1,400
Supplies	\$0	\$0	\$182
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$8,880	\$8,880
Total Direct Charges	\$50,127	\$45,559	\$95,686
Indirect	\$1,634	\$11,331	\$12,965
Total PATH Award	\$51,761	\$56,890	\$108,651

1
2 Contractor may elect to expend funds at a minor variation from originally approved
3 budget line item. A variance in any budget line item may not exceed the original
4 amount in the approved budget table plus a 10% variance.
5

6 Any variance exceeding 10% of the originally approved line item amount requires
7 prior North Sound BH-ASO approval and an Amendment to this Contract.
8

- 9 e. The basis for determining the allowed and allocation of budgeted costs under this
10 Contract are:
11
12 i. 45 CFR 92.22;
13 ii. Public Health Service Grants Policy Statement;
14 iii. Authorizing legislation for the PATH Program;
15 iv. IUP, Exhibit B; and
16 v. Approved budget in this section.
17
- 18 f. Contractor or any subcontractor that is a non-profit entity, educational institution, or
19 hospital is subject to 45 CFR Part 74.
20 g. Contractor or any subcontractor that is a State or local government entity is subject to
21 45 CFR Part 92.
22 h. No payments shall be made to support emergency shelters, construction of housing
23 facilities, inpatient psychiatric treatment costs, inpatient substance use treatment
24 costs, or to make cash payments to intended recipients of mental health or substance
25 use services.
26 i. PATH Funds may be used only for the expenses clearly related and necessary to carry
27 out the IUP, (Exhibit B), approved services and activities, including both direct costs
28 that can be specifically identified with the project and allowable indirect costs.
29 j. Administrative costs included in indirect costs shall not exceed 4% of PATH Funds
30 directly or by subcontract.
31 k. Any lease arrangements utilizing PATH funds under this Contract, may not be funded
32 beyond this Contract's period or performance, nor may the portion of the space
33 leased with PATH funds be used for purposes not supported by this Contract.
34

35 **4. FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS**
36

- 37 a. Billing
38
39 i. North Sound BH-ASO shall reimburse Contractor for actual expenditures
40 incurred while performing services under this Contract up to the maximum
41 consideration of the Contract specified in section C.3.b and in accordance with
42 the approved budget categories in Section C.3.
43

- 1 ii. Contractor must submit claims for reimbursement and certify their local match
- 2 no more often than monthly, no less often than quarterly and no later than
- 3 the 20th day following the end of a calendar year quarter.
- 4 iii. Invoices shall provide the amount of PATH funds claimed in each budget line
- 5 item, as well as, the aggregate amount in the local match category in the
- 6 approved budget table for the time period being billed. Contractor shall
- 7 submit a final invoice for services under this Contract no later than October 31,
- 8 2017.
- 9

10 b. Payment

11 Payment shall be considered timely if made by North Sound BH-ASO within 30 days

12 after receipt of payment by DSHS. North Sound BH-ASO may, at its sole discretion,

13 withhold payment claimed by Contractor for services rendered if Contractor fails to

14 satisfactorily comply with any term or condition of this Contract.

15

16 **5. FRAUD AND ABUSE**

17 Contractor shall develop and implement administrative and management procedures

18 designed to guard against fraud and abuse including:

- 19 a. Mandatory compliance plan;
- 20 b. Designation of compliance officer or compliance committee that is accountable to
- 21 Contractor;
- 22 c. Effective ongoing training and education for compliance officer and Contractor;
- 23 d. Effective lines of communication between compliance officer and employees;
- 24 e. Enforcement of standards through well-publicized disciplinary guidelines;
- 25 f. Provision of internal monitoring and auditing;
- 26 g. Provision for prompt response to detected offenses and for development of
- 27 corrective action initiatives;
- 28 h. Participation by Contractor and any subcontractors in Medicaid fraud and abuse
- 29 training conducted by Washington State Attorney General’s Medicaid Fraud Unit; and
- 30 i. Written policies, procedures and standards of conduct that articulates Contractor’s
- 31 commitment to comply with all applicable Federal and State standards.
- 32
- 33

34 Report fraud/abuse information to North Sound BH-ASO as soon as it is discovered,

35 including the source of the complaint, party complained against, nature of fraud or abuse

36 complaint, approximate dollars involved and legal and administrative disposition of the

37 case.

38

39 Complaints and reports should be directed to North Sound BH-ASO’s contact listed below.

40

41 Compliance Officer

42 301 Valley Mall Way, Suite 110

43 Mount Vernon, WA 98273

44 360.416.7013

45 1.800.684.3555

46 compliance_officer@nsbhaso.org

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D. OVERSIGHT, REMEDIES AND TERMINATION

1. OVERSIGHT AUTHORITY

North Sound BH-ASO, DSHS, Office of the State Auditor, DHHS, Center for Medicaid and Medicare Services (CMS), the Comptroller General, or any of their duly-authorized representatives (i.e., External Quality Review Organizations), have the authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of compliance with licensing and certification requirements and compliance with this Contract, d) audits regarding the quality, appropriateness and timeliness of mental health services of Contractor and subcontractors and e) audits and inspections of financial records of Contractor and subcontractors. Contractor shall notify North Sound BH-ASO when an entity other than North Sound BH-ASO performs any audit described above related to any activity contained in this Contract.

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

Contractor shall cooperate with and allow access to North Sound BH-ASO Ombuds in order to conduct surveys and review activities in accordance with the terms of this contract. Contractor shall cooperate with Community Action of Skagit County in resolving any disputes that arise in provision of Ombuds services.

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

2. REMEDIAL ACTION

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

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- a. CAP must include:
 - i. A brief description of the finding.
 - ii. Specific actions to be taken, timetable, description of the monitoring to be performed, steps taken and responsible individuals that will reflect the resolution of the situation.

- b. CAP may:
Require modification of any policies or procedures by Contractor relating to the fulfillment of its obligations pursuant to this Contract.

- c. CAP are subject to approval by North Sound BH-ASO, which may:
 - i. Accept the plan as submitted;
 - ii. Accept the plan with specified modifications;
 - iii. Request a modified plan; or
 - iv. Reject the plan.

- d. Contractor agrees North Sound BH-ASO may initiate remedial action with or without a CAP as outlined in subsection below if North Sound BH-ASO determines any of the following situations exist:
 - i. A problem exists that negatively impacts enrollees;
 - ii. Contractor has failed to perform any of the mental health services required in this Contract, including delegated functions, which includes failure to maintain the required capacity as specified by North Sound BH-ASO to ensure enrollees receive medically necessary services;
 - iii. Contractor has failed to develop, produce/deliver to North Sound BH-ASO any of the statements, reports, data, data corrections, accountings, claims and/or documentation described herein, in compliance with all the provisions of this Contract;
 - iv. Contractor has failed to perform any administrative function required under this Contract, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of mental health services; or
 - v. Contractor has failed to implement corrective action required by the State and within North Sound BH-ASO prescribed timeframes.

- e. North Sound BH-ASO may impose any of the following remedial actions in response to findings of situations as outlined above.

- i. Withhold one percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. North Sound BH-ASO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved;
- ii. Compound withholdings identified above by an additional one-half of one percent for each successive month during which the remedial situation has not been resolved;
- iii. Revoke delegation of any function delegated under this contract;
- iv. Deny any incentive payment to which Contractor might otherwise have been entitled under this Contract or any other arrangement by which HCA provides incentives; and/or
- v. Termination for Default, as outlined in this Contract.

3. PAYMENT WITHHOLD

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

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

4. ADDITIONAL FINANCIAL PENALTIES – HCA IMPOSED SANCTIONS

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

5. TERMINATION DUE TO CHANGE IN FUNDING

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

6. TERMINATION DUE TO CHANGE IN 1915(B) MENTAL HEALTH SERVICES WAIVER

In the event that changes to the terms of 1915(b) (Medicaid) Mental Health Services Waiver render this Contract invalid in any way after the effective date of this Contract and prior to its normal completion, North Sound BH-ASO may terminate this Contract subject to re-negotiation, if applicable, under those new special terms and conditions.

7. TERMINATION FOR CONVENIENCE

Except, as otherwise provided in this Contract, North Sound BH-ASO may terminate this Contract in whole or in part for convenience by giving Contractor at least 30 calendar days' written notice. Contractor may terminate this Contract for convenience by giving North Sound BH-ASO at least 30 calendar days' written notice addressed to North Sound BH-ASO's contact person or his/her successor listed on the last page of this Contract.

1 **8. TERMINATION FOR DEFAULT**

2 North Sound BH-ASO’s Program Administrator may terminate this Contract for default, in
3 whole or in part, by written notice to Contractor if North Sound BH-ASO or DSHS has a
4 reasonable basis to believe Contractor has:

- 5
- 6 a. Failed to meet or maintain any requirement for contracting with DSHS;
- 7 b. Failed to perform under any provision of this Contract;
- 8 c. Violated any law, regulation, rule, or ordinance applicable to the services provided
9 under this Contract; and/or
- 10 d. Otherwise breached any provision or condition of this Contract.
- 11

12 Before the Program Administrator may terminate this Contract for default, North Sound
13 BH-ASO shall provide Contractor with written notice of non-compliance with this Contract
14 and provide Contractor a reasonable opportunity to correct non-compliance. If Contractor
15 does not correct the non-compliance within the period of time specified in the written
16 notice of non-compliance, the Program Administrator may then terminate this Contract.
17 The Program Administrator may terminate this Contract for default without such written
18 notice and without opportunity for correction if North Sound BH-ASO has a reasonable
19 basis to believe an individual’s health or safety is in jeopardy and/or:

- 20
- 21 a. Contractor has violated any law, regulation, rule, or ordinance applicable to services
22 provided under this Contract;
- 23 b. Continuance of this Contract with Contractor poses a material risk of injury or harm to
24 any person.
- 25

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

- 28
- 29 a. Failed to meet or maintain any requirement for contracting with Contractor;
- 30 b. Failed to perform under any provision of this Contract;
- 31 c. Violated any law, regulation, rule, or ordinance applicable to work performed under
32 this Contract; and/or
- 33 d. Otherwise breached any provision or condition of this Contract.
- 34

35 **9. TERMINATION PROCEDURE**

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

- 38
- 39 a. Contractor and any applicable subcontractors shall cease to perform any services
40 required by this Contract as of the effective date of termination and shall comply with
41 all reasonable instructions contained in the notice of termination which are related to
42 the transfer of individuals, distribution of property and termination of services. Each
43 party shall be responsible only for its performance in accordance with the terms of
44 this Contract rendered prior to the effective date of termination. Contractor and any
45 applicable subcontractors shall assist in the orderly transfer/transition of individuals
46 served under this Contract. Contractor and any applicable subcontractors shall
47 promptly supply all information necessary for the reimbursement of any outstanding
48 Medicaid claims.

- b. Contractor and any applicable subcontractors shall immediately deliver to North Sound BH-ASO's Program Administrator or his/her successor all North Sound BH-ASO/DSHS assets (property) in Contractor and any applicable subcontractor's possession and any property produced under this Contract. Contractor and any applicable subcontractor's grants North Sound BH-ASO/DSHS the right to enter upon Contractor and any applicable subcontractor's premises for the sole purpose of recovering any North Sound BH-ASO/DSHS property the Contractor and any applicable subcontractors fail to return within 10 working days of termination of this Contract. Upon failure to return North Sound BH-ASO/DSHS property within 10 working days of the termination of this Contract, Contractor and any applicable subcontractors shall be charged with all reasonable costs of recovery including transportation and attorney's fees. Contractor and any applicable subcontractors shall protect and preserve any property of North Sound BH-ASO/DSHS that is in the possession of Contractor and any applicable subcontractors pending return to North Sound BH-ASO/DSHS.
- c. 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.
- d. Should the contract be terminated by either party, North Sound BH-ASO will require the spend-down of all remaining reserves and fund balances within the termination period. Funds will be deducted from the final months' payments until reserves and fund balances are spent.

10. NOTICE REQUIREMENTS

- a. Either party to this Contract must provide 180 days' notice of any issue that may cause the party to voluntarily terminate, refuse to renew, or refuse to sign a mandatory amendment to this Contract. If Contractor at any time decides it shall no longer be a Contractor with North Sound BH-ASO for any reason, Contractor must provide North Sound BH-ASO's Program Administrator or his/her successor listed on the last page of this Contract with written notice at least 90 days prior to the effective date of termination and work with North Sound BH-ASO to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services. The transition plan shall address all issues leading to the transition of individuals in service and of all items/requirements of Contractor that extend beyond the termination of services.
- b. North Sound BH-ASO must provide Contractor's Program Administrator or his/her successor listed on the last page of this Contract with written notice at least 90 days prior if North Sound BH-ASO decides to voluntarily terminate, refuses to renew, or refuses to sign a mandatory amendment to this Contract. Contractor shall work with North Sound BH-ASO to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services.

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If Contractor terminates this Contract or will not be entering into any subsequent Contracts, North Sound BH-ASO shall require at least 90 days' written notice prior to the end of the contract if a decision is made not to enter into a subsequent Contract. Any funds not spent for the provision of services under this Contract shall be returned to North Sound BH-ASO within 60 days of the last day this Contract is in effect.

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

2
3 **1. BACKGROUND**

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

18 **2. MUTUAL COMMITMENTS**

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

26 **3. ASSIGNMENT**

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

34 **4. AUTHORITY**

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

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

44 Contractor and its subcontractors shall comply with all applicable Federal and State
45 statutes, regulations and operational policies whether or not a specific citation is identified
46 in various sections of this Contract and all amendments thereto that are in effect when the
47 Contract is signed or that come into effect during the term of the Contract which may
48 include, but are not limited to, the following (“Federal/State law”):
49

- 1 a. Title XIX and Title XXI of the Social Security Act and Title 42 CFR.
- 2 b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
- 3 c. All local, Federal and State professional and facility licensing and certification
- 4 requirements/standards that apply to services performed under the terms of this
- 5 Contract.
- 6 d. All applicable standards, orders, or requirements issued under Section 306 of the
- 7 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
- 8 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
- 9 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating
- 10 Facilities. Any violations shall be reported to DSHS, DHHS and the EPA.
- 11 e. Any applicable mandatory standards and policies relating to energy efficiency, which
- 12 are contained in the State Energy Conservation Plan, issued in compliance with the
- 13 Federal Energy Policy and Conservation Act.
- 14 f. Those specified for laboratory services in the Clinical Laboratory Improvement
- 15 Amendments (CLIA).
- 16 g. Those specified in RCW Title 18 for professional licensing.
- 17 h. Reporting of abuse as required by RCW 26.44.030.
- 18 i. Industrial insurance coverage as required by RCW Title 51.
- 19 j. RCW 38.52, 70.02, 71.05, 71.24 and 71.34.
- 20 k. WAC 246-341.
- 21 l. Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with
- 22 Disabilities Act of 1990, 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against
- 23 Discrimination.
- 24 m. 42 CFR 438, including 438.58 (conflict of interest) and 438.106 (physician incentive
- 25 plans).
- 26 n. State of Washington Medicaid State Plan and 1915(b) Medicaid Mental Health Waiver
- 27 or their successors which documents are incorporated by reference.
- 28 o. HCA Quality Strategy.
- 29 p. State of Washington mental health system mission statement, value statement and
- 30 guiding principles for the system.
- 31 q. State Medicaid Manual (SMM), OMB Circulars, Budgeting, Accounting and Reporting
- 32 System (BARS) Manual and BARS Supplemental Mental Health Instructions.
- 33 r. Any applicable Federal and State laws that pertain to Medicaid enrollee or individual
- 34 rights. Contractor shall ensure its staff takes those rights into account when
- 35 furnishing services to individuals.
- 36 s. DSHS Administrative policies, to the extent they are applicable to this contract.
- 37 t. 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security Act)
- 38 which prohibits making payments directly or indirectly to physicians or other
- 39 providers as an inducement to reduce or limit mental health services provided to
- 40 individuals.
- 41 u. Any policies and procedures developed by DSHS/Health Care Alliance (HCA) which
- 42 governs the spend-down of individual assets.
- 43 v. Contractor and any subcontractors must comply with 42-USC 1396u-2 and must not
- 44 knowingly have director, officer, partner, or person with a beneficial ownership of
- 45 more than 5% of Contractor, CMHA, or subcontractor's equity or an employee,
- 46 Contractor, or consultant who is significant or material to the provision of services

- 1 under this Contract who has been or is affiliated with someone who has been,
2 debarred, suspended, or otherwise excluded by any Federal agency.
- 3 w. Federal and State non-discrimination laws and regulations.
 - 4 x. Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164).
 - 5 y. HCA-Consumer Information System (CIS) Data Dictionary and its successors.
 - 6 z. Federal funds must not be used for any lobbying activities.
- 7

8 If Contractor is in violation of a Federal law or regulation and Federal Financial Participation
9 is recouped from North Sound BH-ASO, Contractor shall reimburse the Federal amount to
10 North Sound BH-ASO within 20 days of such recoupment.

11
12 Upon notification from DSHS, North Sound BH-ASO shall notify Contractor in writing of
13 changes/modifications in CMS policies and DSHS/HCA contract requirement changes.
14

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

16 Contractor shall comply with all North Sound BH-ASO operational policies pertaining to the
17 delivery of services under this Contract that are in effect when the Contract is signed or
18 that come into effect during the term of the Contract.
19

20 Along with all North Sound BH-ASO stakeholders, Contractor will be included in the process
21 for developing relevant operational policies and procedures. North Sound BH-ASO's
22 policies and procedures are posted on North Sound BH-ASO's website. North Sound BH-
23 ASO shall notify Contractor of new and revised policies through its numbered memoranda.
24 Training will be provided on policies that impact providers.
25

26 North Sound BH-ASO will make best efforts to maintain currency of policies with applicable
27 Federal or State law, regulation, or policy. In the event of a conflict, Federal or State laws,
28 regulations, or policies supersede North Sound BH-ASO policies and procedures.
29

30 **7. CONFIDENTIALITY OF PERSONAL INFORMATION**

31 Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients
32 may be disclosed for purposes directly concerning the administration of this Contract.
33 Purposes include, but are not limited to:
34

- 35 a. Establishing eligibility;
 - 36 b. Determining the amount of medical assistance;
 - 37 c. Providing services for recipients;
 - 38 d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding
39 related to the administration of the plan;
 - 40 e. Ensuring compliance with Federal and State laws, regulations, with terms and
41 requirements of this Contract; and
 - 42 f. Improving quality.
- 43

44 Contractor shall protect all information, records and data collected from unauthorized
45 disclosure in accordance with 42 CFR 431.300 through 431.307, RCW's 70.02, 71.05 and
46 71.34, HIPAA and for service recipients receiving alcohol and drug abuse services, in
47 accordance with 42 CFR Part 2. Contractor shall have a process in place to ensure all
48 components of its Community Mental Health Agency (CMHA) and system understand and
49 comply with confidentiality requirements for publicly funded mental health services.

1 Contractor shall ensure access to the information is restricted to persons or agency
2 representatives who are subject to standards of confidentiality that are comparable to
3 those of North Sound BH-ASO and DSHS.
4

5 The parties acknowledge coordination, planning, screening and referral require the sharing
6 of information among the various treatment providers. Disclosure of information to verify
7 eligibility, determine the amount of assistance and provide medically necessary mental
8 health services are all “purposes directly connected with the administration of the
9 Contract” and are all appropriate justifications for sharing information.
10

11 Contractor shall ensure all staff and subcontractors providing services under this Contract
12 receive annual training on confidentiality policies and procedures. In addition, Contractor
13 shall ensure all staff and subcontractors providing services under this Contract sign an
14 annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall
15 be kept in Contractor’s personnel files.
16

17 **8. CONTRACT PERFORMANCE/ENFORCEMENT**

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

28 **9. COOPERATION**

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

32 **10. DEBARMENT CERTIFICATION**

33 Contractor, by signature to this Contract, certifies Contractor and any Owners are not
34 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
35 excluded by any Federal department or agency from participating in transactions
36 (Debarred) and is not listed in the Excluded Parties List System in the System for Award
37 Management (SAM) website. Contractor shall immediately notify North Sound BH-ASO if,
38 during the term of this Contract, Contractor becomes debarred.
39

40 **11. EXCLUDED PARTIES**

41 Contractor is prohibited from paying with funds received under this Contract for goods and
42 services furnished, ordered, or prescribed by excluded individuals and entities (Social
43 Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b)).
44 Contractor shall:
45

- a. Monitor for excluded individuals and entities as outlined in Exhibit E and by:
- b. Screening Contractor and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.
- c. Screening monthly newly added Contractor and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract.
- d. Screening monthly Contractor and subcontractor's employees and individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.

Report to North Sound BH-ASO:

- a. Any excluded individuals and entities discovered in the screening within 10 business days;
- b. Any payments made by Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
- c. Any actions taken by Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;
- d. Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 with 10 business days of Contractor becoming aware of the conviction;
- e. Any subcontractor terminated for cause within 10 business days of the effective date of termination to include full details of the reason for termination; and
- f. Any Contractor and subcontractor's individuals and entities with an ownership or control interest.

Contractor must provide a list with details of ownership and control no later than 30 days from the date of ratification in comport with Exhibit F herein incorporated by reference. Contractor shall keep the list up to date thereafter.

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

Contractor will immediately terminate any employment, contractual and control relationships with an excluded individual and entity that it discovers.

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

1 An individual or entity is considered to have an ownership or control interest if they have
2 direct or indirect ownership of five (5%) percent or more, or are a managing employee (i.e.,
3 general manager, business manager, administrator, or director) who exercises operational
4 or managerial control or who directly or indirectly conducts day-to-day operations (SSA
5 section 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).
6

7 In addition, if North Sound BH-ASO/DSHS notifies Contractor that an individual or entity is
8 excluded from participation by DSHS in BH-ASO's, Contractor shall terminate all beneficial,
9 employment, contractual and control relationships with the excluded individual or entity
10 immediately (WAC 388-502-0030 and 388-877-0500).
11

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

13
14 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm
15

16 **12. EXECUTION, AMENDMENT and WAIVER**

17 This Contract shall be binding on all parties only upon signature by authorized
18 representatives of each party. This Contract or any provision may be amended during the
19 contract period, if circumstances warrant, by a written amendment executed by all parties.
20 Only North Sound BH-ASO's Program Administrator or his/her designee has authority to
21 waive any provision of this Contract on behalf of North Sound BH-ASO.
22

23 **13. HEADINGS AND CAPTIONS**

24 The headings and captions used in this Contract are for reference and convenience only and
25 in no way define, limit, or decide the scope or intent of any provisions or sections of this
26 Contract.
27

28 **14. INDEMNIFICATION**

29 Contractor shall be responsible for and shall indemnify and hold North Sound BH-ASO
30 harmless (including all costs and attorney fees) from all claims for personal injury, property
31 damage and/or disclosure of confidential information, including claims against North Sound
32 BH-ASO for the negligent hiring, retention and/or supervision of the Contractor and/or
33 from the imposition of governmental fines or penalties resulting from the acts or omissions
34 of Contractor and its subcontractors related to the performance of this contract. North
35 Sound BH-ASO shall be responsible and shall indemnify and hold Contractor harmless
36 (including all costs and attorney fees) from all claims for personal injury, property damage
37 and disclosure of confidential information and from the imposition of governmental fines
38 or penalties resulting from the acts or omissions of North Sound BH-ASO. Except to the
39 extent caused by the gross negligence and/or willful misconduct of North Sound BH-ASO,
40 Contractor, shall indemnify and hold North Sound BH-ASO harmless from any claims made
41 by non-participating BHAs related to the provision of services under this Contract. For the
42 purposes of these indemnifications, the Parties specifically and expressly waive any
43 immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This
44 waiver has been mutually negotiated and agreed to by the Parties. The provision of this
45 section shall survive the expiration or termination of the Contract
46

1 **15. INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

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

11
12 **16. INSURANCE**

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

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

26
27 **17. INTEGRATION**

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

31
32 **18. MAINTENANCE OF RECORDS**

33 During the term of this Contract and for six (6) years following termination or expiration of
34 this Contract, or if any audit, claim, litigation, or other legal action involving the records set
35 forth below is started before expiration of the six (6) year period, the records shall be
36 maintained until completion and resolution of all issues arising there from or until the end
37 of the six (6) year period, whichever is later. Contractor shall maintain records sufficient to:

- 38
39 a. Maintain the content of all Medical Records in a manner consistent with utilization
40 control requirements of 42 CFR 456, 434.34 (a), 456.111 and 456.211.
41 b. Document performance of all acts required by law, regulation, or this Contract.
42 c. Substantiate Contractor statement of its organizations' structures, tax status,
43 capabilities and performance.
44 d. Demonstrate accounting procedures, practices and records, which sufficiently and
45 properly document Contractor invoices to North Sound BH-ASO and all expenditures
46 made by Contractor to perform as required by this Contract.

- e. Contractor and its subcontractors shall cooperate in all reviews including, but not limited to, surveys and research conducted by North Sound BH-ASO, DSHS, or other Washington State Departments.
- f. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of services performed under this Contract and to determine whether Contractor and its subcontractors are providing service to individuals in accordance with the requirements set forth in this Contract and applicable Federal and State regulations as existing or hereafter amended.

19. NO WAIVER OF RIGHTS

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

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

20. ONGOING SERVICES

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

21. ORDER OF PRECEDENCE

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

- a. The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social Security Act and Federal regulations concerning the operations of PIHP.
- b. State statutes and regulations concerning the operation of the community mental health programs.
- c. Federal and State law.
- d. North Sound BH-ASO-DSHS Contract or its successors that covers the provision of the mental health services covered under this Contract which shall include any exhibit, document, or material incorporated by reference. North Sound BH-ASO shall promptly notify Contractor of any amendment to North Sound BH-ASO-DSHS Contract which affects any term or condition herein.
- e. This Contract.

22. OVERPAYMENTS

In the event Contractor fails to comply with any of the terms and conditions of this Contract and that failure results in an overpayment, North Sound BH-ASO may recover the amount due DSHS, CMS, or other Federal or State agency subject to dispute resolution as set forth in the contract. In the case of overpayment, Contractor shall cooperate in the recoupment process and return to North Sound BH-ASO the amount due upon demand.

1 **23. OWNERSHIP OF MATERIALS**

2 Materials created by Contractor and its subcontractors and paid for by North Sound BH-
3 ASO as a part of this Contract shall be owned by North Sound BH-ASO and shall be "works
4 for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not
5 limited to: books, computer programs, documents, films, pamphlets, reports, sound
6 reproductions, studies, surveys, tapes and/or training materials. Material which Contractor
7 and its subcontractors use to perform this Contract but which is not created for or paid for
8 by North Sound BH-ASO is owned by Contractor or relevant subcontractors; however,
9 North Sound BH-ASO and DSHS shall have a perpetual license to use this material for DSHS
10 internal purposes at no charge to DSHS, provided such license shall be limited to the extent
11 which Contractor has a right to grant such a license.

12
13 **24. PERFORMANCE**

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

19
20 **25. RESOLUTION OF DISPUTES**

21 The parties wish to provide for prompt, efficient, final and binding resolution of disputes
22 and controversies that may arise under this Contract and therefore establish this dispute
23 resolution procedure. All claims, disputes and other matters in question between the
24 parties arising out of, or relating to, this Contract shall be resolved exclusively by the
25 following dispute resolution procedure unless the parties mutually agree in writing
26 otherwise:

- 27
28 a. The parties shall use their best efforts to resolve issues prior to giving written Notice
29 of Dispute.
30 b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a
31 designated representative) shall together or, if both parties agree, with a mediator
32 meet, confer and attempt to resolve the claim within in 5 working days.
33 c. The terms of the resolution of all claims concluded in meetings shall be memorialized
34 in writing and signed by each party.

35
36 **Arbitration:** If the claim is not resolved within 30 days, the parties shall proceed to
37 arbitration as follows:

- 38
39 a. Demand for arbitration shall be made in writing to the other party. The parties shall
40 select one person as arbitrator.
41 b. If there is a delay of more than 10 days in the naming of the arbitrator, either party
42 can ask the presiding judge of Skagit County to name the arbitrator.
43 c. The prevailing party shall be entitled to recover from the other party all costs and
44 expenses including reasonable attorney fees. The arbitrator shall determine which
45 party, if any, is the prevailing party.

- d. The parties agree the arbitrator’s decision shall be binding, final and enforceable subject to timely appeal to Skagit County Superior Court only as provided in RCW Chapter 7.04A.
- e. 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 30 days after the close of the meeting described in paragraph (b) above.
- f. Provisions of this section shall with respect to any controversy or claim, survive the termination or expiration of this Contract.
- g. Nothing contained in this Contract shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Contract in any way.
- h. 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.
- i. This Contract shall be governed by laws of State of Washington both as to interpretation and performance.

26. SEVERABILITY AND CONFORMITY

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

27. SINGLE AUDIT ACT

If Contractor or its subcontractor is a subrecipient of Federal awards as defined by OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501. Contractor and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years if awards are for research and development, as well as, names of the Federal agencies. Contractor and its subcontractors shall make Contractor and its subcontractors’ records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and HCA. Contractor and its subcontractors shall incorporate OMB Circular A-133 audit requirements into all contracts between Contractor and its subcontractors who are subrecipients. Contractor and its subcontractors shall comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation.

If Contractor/its subcontractors are a subrecipient and expends \$750,000 or more in Federal awards from any/all sources in any fiscal year, Contractor and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Contractor and applicable subcontractors shall submit to North Sound BH-ASO’s Program Administrator the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 reports required by the program-specific audit guide, if applicable and a copy of any management letters issued by the auditor.

1
2 **28. SUBCONTRACTS**

3 Contractor may subcontract services to be provided under this Contract subject to the
4 following requirements.
5

- 6 a. Contractor shall be responsible for the acts and omissions of any subcontractor.
7 b. Contractor must ensure the subcontractor neither employs any person nor contracts
8 with any person or CMHA excluded from participation in Federal healthcare programs
9 under either 42 USC 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or
10 suspended per this Contract’s General Terms and Conditions.
11 c. Contractor shall require subcontractors to comply with all applicable Federal and
12 State laws, regulations and operational policies as specified in this Contract.
13 d. Contractor shall require subcontractors to comply with all applicable North Sound BH-
14 ASO operational policies as specified in this Contract including Access to Care
15 standards, distance standards and access standards.
16 e. Subcontracts for the provision of mental health services must require subcontractors
17 to provide individuals access to translated information and interpreter services.
18 f. Contractor shall ensure a process is in place to demonstrate all third-party resources
19 are identified and pursued.
20 g. Contractor shall oversee, be accountable for and monitor all functions and
21 responsibilities delegated to a subcontractor for conformance with any applicable
22 statement of work in this Contract on an ongoing basis including written reviews.
23 h. Contractor will monitor performance of subcontractors on an annual basis and notify
24 North Sound BH-ASO of any identified deficiencies or areas for improvement requiring
25 corrective action by Contractor.
26 i. Contractor shall ensure all subcontracts are in writing and subcontracts specify all
27 duties, reports and responsibilities delegated under this Contract. Those written
28 subcontracts shall:
29
30 a. Require subcontractors to hold all necessary licenses, certifications/permits as
31 required by law for the performance of the services to be performed under
32 this Contract.
33 b. Subcontracts must require subcontractors to notify Contractor in the event of
34 a change in status of any required license or certification.
35 c. Include clear means to revoke delegation, impose corrective action, or take
36 other remedial actions if subcontractor fails to comply with the terms of the
37 subcontract.
38 d. Require subcontractor correct any areas of deficiencies in subcontractor’s
39 performance that are identified by Contractor, North Sound BH-ASO/HCA.

- 1 e. Require best efforts to provide written or oral notification within 15 working
2 days of termination of a Mental Health Care Provider (MHCP) to individuals
3 currently open for services who had received a service from the affected
4 MHCP in the previous 60 days. Notification must be verifiable in the individual
5 medical record at the subcontractor.
6

7 **29. SURVIVABILITY**

8 The terms and conditions contained in this Contract that by their sense and context are
9 intended to survive the expiration of this Contract shall so survive. Surviving terms include,
10 but are not limited to: Order of Precedence, Contract Performance/Enforcement,
11 Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight
12 Authority, Maintenance of Records and Ownership of Materials.
13

14 **30. TREATMENT OF INDIVIDUAL PROPERTY**

15 Unless otherwise provided in this Contract, Contractor shall ensure any adult individual
16 receiving services from Contractor under this Contract has unrestricted access to
17 individual's personal property. Contractor shall not interfere with any adult individual's
18 ownership, possession, or use of the individual's property unless clinically indicated.
19 Contractor shall provide individuals under age 18 with reasonable access to their personal
20 property that is appropriate to the individual's age, development and needs. Upon
21 termination of this Contract, Contractor shall immediately release to the individual and/or
22 individual's guardian or custodian all of the individual's personal property.
23

24 **31. WARRANTIES**

25 The parties' obligations are warranted and represented by each to be individually binding,
26 for the benefit of the other party. Contractor warrants and represents that it is able to
27 perform its obligations set forth in this Contract and such obligations are binding upon
28 Contractor and other subcontractors for the benefit of North Sound BH-ASO.
29

30 **32. CONTRACT ADMINISTRATION**

31 The Program Administrator for each of the parties shall be responsible for and shall be the
32 contact person for all communications and billings regarding the performance of this
33 Contract.
34

35 The Program Administrator for North Sound BH-ASO is:

36
37 Joe Valentine, Executive Director
38 301 Valley Mall Way, Suite 110
39 Mount Vernon, WA 98273
40

41 The Program Administrator for Compass Health is:

42
43 Tom Sebastian, CEO
44 PO Box 3810
45 Everett, WA 98213-8810
46

47 Changes shall be provided to the other party in writing within 10 working days.
48

1 **THIS CONTRACT**, consisting of 39 pages, plus Exhibits, is executed by the persons signing below who
2 warrant they have the authority to execute this Contract.

3
4
5
6
7
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9
10
11
12
13
14
15

NORTH SOUND BH-ASO

COMPASS HEALTH

Joe Valentine Date
Executive Director

Tom Sebastian Date
CEO