

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

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

WITH

SNOHOMISH COUNTY

AGREEMENT #NORTH SOUND BH-ASO-SNOHOMISH COUNTY-ICCN-20

EFFECTIVE JANUARY 1, 2020

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EXHIBITS

Incorporation of Exhibits

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

Exhibit A – Schedule of Services

Exhibit B – Compensation Schedule

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

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THIS AGREEMENT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK , 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 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 71.24, 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and SNOHOMISH COUNTY, (“Provider” or “County”), a political subdivision of the State of Washington, 3000 Rockefeller Ave., M/S 305, Everett, WA 98201.

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RECITALS

WHEREAS, Island, San Juan, Skagit, Snohomish and Whatcom Counties (the “County Authorities”), as defined by RCW 71.24.025 (15), entered into a Joint County Authority BHO Interlocal Operating Agreement (“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; 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, 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 RCW; and

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; and

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; and

WHEREAS, Provider is engaged in the provision of behavioral health services within Snohomish County; and

WHEREAS, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise do all things necessary to deliver services in Snohomish County; and

- 1 **1.5 CRITICAL INCIDENT**
2 A situation or occurrence that places an individual at risk for potential harm or causes harm to
3 an individual. Examples include homicide (attempted or completed), suicide (attempted or
4 completed), the unexpected death of an individual, or the abuse, neglect, or exploitation of an
5 individual by an employee or volunteer.
6
- 7 **1.6 NORTH SOUND INTEGRATED CRISIS CARE NETWORK (“North Sound ICCN”)**
8 North Sound BH-ASO contracts with multiple providers to operate a clinically integrated crisis
9 and behavioral health network that provides services in the North Sound Regional Service Area,
10 consisting of San Juan, Whatcom, Skagit, Island and Snohomish counties. North Sound ICCN is
11 a term used to reference this network of providers. Neither this Agreement nor any other
12 understanding among providers is intended to create a separate legal entity.
13
- 14 **1.7 HEALTHCARE AUTHORITY (“HCA”)**
15 The Washington State HCA.
16
- 17 **1.8 HEALTH PLAN**
18 A plan that undertakes to arrange for the provision of health care services to subscribers or
19 enrollees, or to pay for or reimburse any part of the cost for those services, in return for a
20 prepaid or periodic charge paid for by or on behalf of subscribers or enrollees.
21
- 22 **1.9 MANAGED CARE ORGANIZATION (“MCO”)**
23 MCO means an organization having a certificate of authority or certificate of registration from
24 the Washington State Office of Insurance Commissioner (“OIC”) that contracts with HCA under
25 a comprehensive risk contract to provide prepaid health care services to eligible HCA Enrollees
26 under HCA managed care programs.
27
- 28 **1.10 MEDICALLY NECESSARY SERVICE(S)/MEDICAL NECESSITY**
29 Medically Necessary Services means a requested service that is reasonably calculated to
30 prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the individual
31 that endanger life, or cause suffering of pain, or result in an illness or infirmity, or threaten to
32 cause or aggravate a handicap, or cause physical deformity, or malfunction. There is no other
33 equally effective, more conservative, or substantially less costly course of treatment available
34 or suitable for the individual requesting the service. "Course of treatment" may include mere
35 observation or, where appropriate, no medical treatment at all.
36
- 37 **1.11 MEMBER**
38 An individual that is eligible to receive crisis and/or Federal Block Grant services and is assigned
39 to an MCO.
40
- 41 **1.12 MENTAL HEALTH BLOCK GRANT (“MHBG”)**
42 MHBG means those funds granted by the Secretary of the Department of Health and Human
43 Services (“DHHS”), through the Center for Mental Health Services (“CMHS”), Substance Abuse
44 and Mental Health Services Administration (“SAMHSA”), to states to establish or expand an

1 organized community-based system for providing mental health services for adults with Serious
2 Mental Illness (“SMI”) and children who are seriously emotionally disturbed (“SED”).
3

4 **1.13 PROVIDER**

5 The behavioral health care person(s) or agency contracting under this Agreement, who meets
6 all minimum criteria of North Sound BH-ASO’s credentialing plan, including all physicians,
7 clinicians, allied health professionals and staff persons who provide crisis care services to
8 individuals by or through this Agreement.
9

10 **1.14 PAYOR**

11 The entity (including company where applicable) that bears direct financial responsibility for
12 paying from its own funds, without reimbursement from another entity, the cost of Crisis
13 Services rendered to individuals.
14

15 **1.15 SUBSTANCE ABUSE BLOCK GRANT (“SABG”)**

16 SABG means the Federal Substance Abuse Block Grant Program authorized by Section 1921 of
17 Title XIX, Part B, Subpart II and III of the Public Health Service Act.
18

19 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS**

20 To the extent reasonably practicable, Provider’s services under this Agreement shall be consistent with
21 North Sound BH-ASO’s Supplemental Provider Service Guide and Policies and Procedures (P &P). In
22 the event of any inconsistency between this Agreement and other documents, this Agreement shall
23 control.

24 **2.1 NETWORK PARTICIPATION**

25 Provider shall participate as part of the North Sound BH-ASO for the General Funds-
26 State/Federal Block Grant and Legislative Proviso services specified in this Agreement. Provider
27 agrees that its practice information may be used in North Sound BH-ASO, MCO and HCA
28 provider directories, promotional materials, advertising and other informational material made
29 available to the public. Such practice information includes, but is not limited to, name, address,
30 telephone number, hours of operation and type of services. Provider shall promptly notify
31 North Sound BH-ASO within 30 days of any changes in this information.
32

33 **2.2 STANDARDS FOR PROVISION OF CARE**

34 **2.2.1 Provision of Integrated Care Services**

35 Provider shall provide Crisis Services and/or Federal Block Grant/Legislative Proviso/
36 services to individuals as applicable as listed under “specialized programs” in the
37 Supplemental Provider Service Guide, within the scope of Provider’s business and
38 practice. Such services shall be provided in accordance with this Agreement and the
39 requirements of any applicable government sponsored program.
40

- 1 2.2.2 **Standard of Care**
2 Provider shall provide services to individuals at a level of care and competence that
3 equals or exceeds the generally accepted and professionally recognized standard of
4 practice at the time of treatment, all applicable rules and/or standards of
5 professional conduct and any controlling governmental licensing requirements.
6
- 7 2.2.3 **Facilities, Equipment and Personnel**
8 Provider’s facilities, equipment, personnel and administrative services shall be
9 maintained at a level and quality appropriate to perform Provider’s duties and
10 responsibilities under this Agreement and to meet all applicable legal and BH-ASO
11 contractual requirements, including the accessibility requirements of the Americans
12 with Disabilities Act.
- 13
- 14 2.2.4 **Prior Authorization**
15 Where required or appropriate, the Provider shall work with North Sound BH-ASO
16 to obtain the prior MCO authorization in accordance with MCO’s Provider Manual
17 unless the situation is one (1) involving the delivery of Emergency Services.
18
- 19 2.2.5 **Ability to Pay**
20 The Provider shall provide Crisis Services to all individuals regardless of their ability
21 to pay.
22
- 23 2.2.6 **Capacity**
24 Provider shall ensure availability of services for each of the service populations for
25 which it is licensed and/or certified by the Department of Health (“DOH”).
26
- 27 2.2.7 **Subcontract Arrangements**
28 [Not Applicable]
29
- 30 2.2.8 **Availability of Services**
31 Provider shall make arrangements to ensure the availability of services to individuals
32 on a 24-hours a day, 7 days a week basis, including arrangement to ensure coverage
33 of individual visits after hours when required by North Sound BH-ASO Supplemental
34 Provider Service Guide.
35

36 2.3 **TREATMENT ALTERNATIVES**
37 Except for involuntary treatment for mental health or chemical dependency, Providers shall in
38 all instances obtain informed consent prior to treatment. Without regard to an individual’s
39 medical benefit insurance coverage limitations or cost, the Provider shall communicate freely
40 and openly with individuals about their health status and treatment alternatives (including
41 medication treatment options); about their rights to participate in treatment decisions
42 (including refusing treatment); and providing them with relevant information to assist them in
43 making informed decisions about their health care.
44

- 1 2.4 **PROMOTIONAL ACTIVITIES**
2 At the request of North Sound BH-ASO, Provider shall display promotional materials in its
3 offices and facilities as practical, in accordance with applicable law and cooperate with and
4 participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-
5 ASO name in any advertising or promotional materials without the prior written permission of
6 North Sound BH-ASO.
7
8
- 9 2.5 **LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**
10 Provider shall hold all necessary licenses, certifications and permits required by law for the
11 performance of services to be provided under this Agreement. Provider shall maintain its
12 licensure and applicable certifications in good standing, free of disciplinary action and in
13 unrestricted status throughout the term of this Agreement. Provider’s loss or suspension of
14 licensure or other applicable certifications, or its exclusion from any federally funded health
15 care program, including Medicare and Medicaid, may constitute cause for immediate
16 termination of this Agreement. Provider warrants and represents that each employee who is
17 subject to professional licensing requirements, is duly licensed to provide crisis and stabilization
18 services as defined in the Supplemental Provider Service Guide. Provider shall ensure each
19 employee has and maintains in good standing for the term of this Agreement the licenses,
20 permits, registrations, certifications and any other governmental authorizations to provide such
21 services.
22
- 23 2.6 **INDEPENDENT CLINICAL JUDGEMENT**
24 Provider shall exercise independent clinical judgment and control over its professional
25 services. Nothing herein shall give North Sound BH-ASO, MCO, or HCA authority over
26 Provider’s clinical judgment or direct the means by which it practices within the scope of its
27 licensed, certified and/or registered practice. Provider retains sole responsibility for its
28 relationship with each individual it treats and for the quality of behavioral health care services
29 provided to its individuals. Provider is solely responsible to each of its individuals for care
30 provided.
31
- 32 2.7 **NON-DISCRIMINATION**
33 2.7.1 **Enrollment.**
34 Provider shall not differentiate or discriminate in providing services to individuals
35 because of race, color, religion, national origin, ancestry, age, marital status, gender
36 identity, sexual orientation, physical, sensory or mental handicap, socioeconomic
37 status, or participation in publicly financed programs of health care services.
38 Provider shall render services to individuals in the same location, in the same
39 manner, in accordance with the same standards, and within the same time
40 availability regardless of payor.
41
- 42 2.7.2 **Employment.**
43 Provider shall not differentiate or discriminate against any employee or applicant for
44 employment, with respect to hire, tenure, terms, conditions or privileges of

1 employment, or any matter directly or indirectly related to employment, because of
2 race, color, religion, national origin, ancestry, age, height, weight, marital status,
3 gender identity, physical, sensory or mental disability unrelated to the individual’s
4 ability to perform the duties of the particular job or position.
5

6 **2.8 DATA INFORMATION SYSTEM REQUIREMENTS**

7 Provider shall:

- 8
- 9 2.8.1 Have a health Information System (IS) that complies with the requirements of 42
10 CFR Part 438.242 and can report complete and accurate data to North Sound BH-
11 ASO;
- 12
- 13 2.8.2 Remedy all data errors within 30 days of receipt of an error report from the North
14 Sound BH-ASO IS;
- 15
- 16 2.8.3 Provide evidence to North Sound BH-ASO, upon request, that error reports have
17 been addressed;
- 18
- 19 2.8.4 Maintain up-to-date individual contact information in the IS; and
- 20
- 21 2.8.5 Maintain a written Business Continuity and Disaster Recovery Plan (“BCDRP”) with
22 an identified update process (at least annually) that ensures timely restoration of
23 the IS following total or substantial loss of system functionality. A copy of the plan
24 submitted by the Provider through the credentialing process shall be made available
25 upon request for review and audit by North Sound BH-ASO, MCO, HCA, Department
26 of Social Human Services (“DSHS”) or External Quality Review Organization
27 (“EQRO”).
28

29 **2.9 CARE COORDINATION**

- 30
- 31 2.9.1 Coordinate medical services. Provider shall coordinate all services for eligible
32 individuals including, but not limited to, medical services, behavioral health services
33 and services associated with the social determinants of health as needed, or as
34 identified by North Sound BH-ASO.
- 35
- 36 2.9.2 Provision of data and information for purposes of care coordination. Provider shall
37 cooperate with, participate in and provide information and data in compliance with
38 HIPAA to support North Sound BH-ASO’s care coordination activities and to meet
39 HCA care coordination obligations.
40

41 **2.10 BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS**

42 If Provider provides Behavioral Health Services, Provider shall utilize the Global Appraisal of
43 Individual Needs-Short Screener (“GAIN-SS”) and assessment process, including use of the
44 quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-

1 occurring disorder (“COD”), Provider shall consider this information in the development of the
2 individual’s treatment plan, including appropriate referrals and training for applicable staff. If
3 Provider fails to implement or maintain this process, upon request of North Sound BH-ASO,
4 Provider shall provide a corrective action plan designed to ensure compliance with the
5 requirements of this section. Such corrective action plan shall allow for monitoring of
6 compliance by North Sound BH-ASO.
7

8 **2.11 RECORDKEEPING AND CONFIDENTIALITY**
9

10 **2.11.1 Maintaining Individual Medical Record**

11 Provider shall maintain a medical record for each individual to whom Provider
12 renders behavioral healthcare services. Provider shall establish each individual’s
13 medical record upon the individual’s first encounter with Provider. The individual’s
14 medical record shall contain all information required by state and federal law,
15 generally accepted and prevailing professional practice, applicable government
16 sponsored health programs and all North Sound BH-ASO Policies and Procedures.
17 Provider shall retain all such records for at least 10 years.
18

19 **2.11.2 Confidentiality of Individual Health Information**

20 As of the date of this Agreement, each party may be a Business Associate under
21 HIPAA, as amended, and must comply with the Administrative Simplification
22 Provisions of HIPAA and with the applicable provisions of the Health Information
23 Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), including
24 the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (the
25 HIPAA Rules). The parties acknowledge that, in their performance under this
26 Agreement, each shall have access to and receive from the other party information
27 protected under HIPAA and Chapter 70.02 RCW, the Washington State Health Care
28 Information Access and Disclosure of 1991 (“Protected Health Information” or
29 “PHI”).
30

31 **2.11.3 Health Information System**

32 Provider shall implement a documented health information system and a privacy
33 security program that includes administrative, technical and physical safeguards
34 designed to prevent the accidental or unauthorized use or disclosure of individual
35 PHI and medical records. The information system and the privacy and security
36 program shall, at a minimum, comply with applicable HIPAA regulations regarding
37 the privacy and security of PHI including, but not limited to, 42 CFR § 438.242; 45
38 CFR § 164.306(a); and 45 CFR § 162.200, as well as, HIPAA privacy provisions in Title
39 13 of the American Recovery and Reinvestment Act of 2009 (“ARRA”).
40

41 **2.11.4 Delivery of Individual Care Information and Individual Access to Health
42 Information**

43 Provider shall give North Sound BH-ASO, MCO, HCA and/or individuals access to
44 individual health information including, but not limited to, medical records and

1 billing records for the purpose of inspection, evaluation and audit, in accordance
2 with the requirements of state and federal law, applicable government sponsored
3 health programs and North Sound BH-ASO Policies and Procedures.
4

5 **2.11.5 Federal Drug and Alcohol Confidentiality Laws**

6 Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a “Part 2
7 program” as defined under 42 CFR §2.11, Provider shall obtain a signed written
8 consent that complies with the requirements of 42 CFR Part 2 from each individual,
9 prior to disclosing the individual’s Patient Identifying Information to MCO or HCA.
10 For the purposes of this section, Patient Identifying Information shall have the same
11 meaning as under 42 CFR §2.11. Such consent shall explicitly name MCO and/or HCA
12 as an authorized recipient of the individual’s Patient Identifying Information.
13 Provider shall maintain copies of each individual’s consent form in accordance with
14 federal law. North Sound BH-ASO reserves the right to audit Provider’s records to
15 ensure compliance with this Section.
16

17 **2.12 INDIVIDUAL’S COPAYMENTS, COINSURANCE AND DEDUCTIBLES**

18
19 **2.12.1 Third-Party Payment**

20 The Provider shall have a written policy regarding third-party payments that complies with
21 provisions of North Sound BH-ASO’s Policies and Procedures. The policy shall explain the
22 process in place to pursue, in accordance with reasonable collection practices, third-party
23 payments for individuals who are covered by other benefit plans and private pay. The
24 Provider shall document its collections of third-party payments.
25

26
27 **2.12.2 Medicaid enrollment**

28 The Provider shall aggressively work to convert non-Medicaid individuals to
29 Medicaid status, including helping families to access health insurance coverage for
30 their children under the provisions of the Children's Health Insurance Program.
31

32 **2.12.3 Individual financial obligation**

33 The Provider shall provide notice to individuals of their personal financial obligations for
34 non-covered services and may bill individuals for non-covered services only if the Provider
35 has:

- 36 2.12.3.1 Provided the individual with a full written disclosure of Provider’s intent to
37 directly bill the individual for non-covered services (including a clear
38 statement the North Sound BH-ASO and/or the individual’s assigned MCO is
39 not financially obligated or otherwise liable to cover or provide any
40 reimbursement, compensation, or other payment related to such non-
41 covered services); and
42

- 1 2.14 **PROGRAM PARTICIPATION**
2
3
4 2.14.1 **Participation in Grievance Program**
5 Provider shall participate in North Sound BH-ASO’s Grievance Program and
6 cooperate in identifying, processing and promptly resolving all individual complaints,
7 grievances, or inquiries.
8
9 2.14.2 **Participation in Quality Improvement Program**
10
11 2.14.2.1 Provider shall develop and implement a quality management plan in
12 accordance with requirements outlined in the North Sound BH-ASO
13 [Policies and Procedures](#).
14
15 2.14.2.2 Provider shall cooperate and participate in the North Sound BH-ASO
16 Quality Assessment and Performance Improvement activities and
17 Performance Improvement Projects (PIP) identified by North Sound BH-
18 ASO and/or HCA.
19
20 2.14.2.3 The Provider shall review the components of its quality management
21 plan at least annually. Such review will include submitting a report to
22 North Sound BH-ASO on any Quality Assurance activity or changes to the
23 quality management plan, except where the provider holds accreditation
24 from the Joint Commission, Commission on Accreditation of
25 Rehabilitation Facilities or Commission on Accreditation.
26
27 2.14.3 **Participation in Management Program**
28 Provider shall participate in and comply with the North Sound BH-ASO
29 Management Program regarding prior authorizations and shall cooperate with HCA
30 in audits to identify, confirm and/or assess services.
- 31 2.15 **NOTICES**
32
33 2.15.1 **Critical Incident Reporting**
34 Provider shall send immediate notification to North Sound BH-ASO and, when
35 indicated, to the applicable MCO of any Critical Incident involving an individual.
36 Notification shall be made during the standard business day (Monday-Friday) on
37 which Provider becomes aware of the Critical Incident. If Provider becomes aware
38 of a Critical Incident involving an individual after business hours, Provider shall
39 provide notice to North Sound BH-ASO and, when indicated, to the applicable MCO
40 as soon as possible the next business day. Provider shall provide to North Sound
41 BH-ASO and, when indicated, to the applicable MCO all available information
42 related to a Critical Incident at the time of notification, including: a description of
43 the event, the date and time of the incident, the incident location, incident type,
44 information about the individuals involved in the incident and the nature of their

1 involvement; the individual's or other involved individuals' service history with
2 Provider; steps taken by Provider to minimize potential or actual harm; and any
3 legally required notification made by Provider. Upon North Sound BH-ASO's
4 request, and as additional information becomes available, Provider shall update
5 the information provided regarding the Critical Incident and, if requested by MCO,
6 shall prepare a written report regarding the Critical Incident, including any actions
7 taken in response to the incident, the purpose for which such actions were taken,
8 any implications to Provider's delivery system and efforts designed to prevent or
9 lessen the possibility of future similar incidents. To the extent reasonably
10 practicable, reporting shall comport with North Sound BH-ASO Supplemental
11 Provider Service Guide and applicable policies and procedures.

12
13 **2.15.2 Notice of sites/services change**

14 Provider should, to the extent reasonably practicable, prior to making a public
15 announcement of any site or service changes, notify North Sound BH-ASO in
16 writing:

17
18 2.15.2.1 120 days prior to closing a Provider site or opening any additional site(s)
19 providing services under this Agreement.

20
21 2.15.2.2 30 days prior to any Provider change that would significantly affect the
22 delivery of or payment for services provided, including changes in tax
23 identification numbers, billing addresses, or practice locations.

24
25 2.15.2.3 If Provider discontinues services or closes a site in less than 30 days,
26 Provider shall notify North Sound BH-ASO as soon as possible and prior
27 to making a public announcement.

28
29 2.15.2.4 Provider shall notify North Sound BH-ASO of any other changes in
30 capacity that result in the Provider being unable to meet any
31 requirements of this Agreement. Events that affect capacity, include but
32 are not limited to: a decrease in the number, frequency, or type of a
33 required service to be provided; employee strike or other work stoppage
34 related to union activities; or any changes that result in Provider being
35 unable to provide timely, medically necessary services.

36
37 2.15.2.5 If any of the above events occurs, Provider shall submit a plan to North
38 Sound BH-ASO and, if requested, shall meet with North Sound BH-ASO to
39 review the plan at least 30 business days prior to the event. The plan
40 should include the following:

41
42 2.15.2.5.1. Notification of service/site change;

1 2.15.2.5.2. Individual notification and communication plan;

2
3 2.15.2.5.3. Plan for provision of uninterrupted services by individual; and

4
5 2.15.2.5.4. Any information that will be released to the media.

6
7 **2.15.3 Termination of Services**

8 Provider shall provide North Sound BH-ASO at least 120 calendar days written notice
9 before Provider ceases to provide services to individuals.

10
11 **2.15.4 Reporting Fraud**

12 Provider shall comply with chapter 48.135 RCW concerning Insurance Fraud
13 Reporting and shall notify North Sound BH-ASO Compliance Department of all
14 incidents or occasions of suspected fraud, waste, or abuse involving Services
15 provided to an individual. Provider shall report a suspected incident of fraud, waste,
16 or abuse, including a credible allegation of fraud, within five (5) standard business
17 days (Monday-Friday) of the date Provider first becomes aware of, or is on notice of,
18 such activity. The obligation to report suspected fraud, waste, or abuse shall apply
19 if the suspected conduct was perpetrated by Provider, Provider's employee, agent,
20 or individual. Provider shall establish policies and procedures for identifying,
21 investigating and taking appropriate corrective action against suspected fraud,
22 waste, or abuse. Detailed information provided to employees regarding fraud and
23 abuse policies and procedures and the False Claims Act and the Washington false
24 claims statutes RCW Chapter 74.66 and 74.09.210. Upon request by North Sound
25 BH-ASO and/or HCA, Provider shall confer with the appropriate State agency prior
26 to or during any investigation into suspected fraud, waste, or abuse.

27
28 **2.16 PARTICIPATION IN CREDENTIALING**

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

36
37 **2.17 PROVIDER TRAINING AND EDUCATION**

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

- 1 3.1.2 Developing and supporting the workforce in the provision of active, innovative and
2 evidence-based chronic conditions management practices;
- 3
- 4 3.1.3 Developing and implementing participating Provider practice protocols and
5 supports;
- 6
- 7 3.1.4 Creating alliances with other medical practices/groups and providers to help ensure
8 the delivery of whole-person and integrated care;
- 9
- 10 3.1.5 Participating in performance measurement, including the reporting of state defined
11 performance measures and HCA identified behavioral health measures;
- 12
- 13 3.1.6 Promoting practice transformation and outcome achievement through value-based
14 purchasing; and
- 15
- 16 3.1.7 Providing support and training on proper coding of services and data transmissions
17 related to encounters.
- 18

19 **3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE**
20 North Sound BH-ASO shall contract with a network of behavioral health providers to ensure a
21 continuum of crisis behavioral health care to achieve and demonstrate network adequacy.

22

23 **3.3 COLLECTION OF SERVICE ENCOUNTERS**
24 North Sound BH-ASO shall collect service encounters from the participating Providers and
25 submit them to HCA and/or MCOs.

26

27 **3.4 PAYMENT**
28 North Sound BH-ASO shall pay Provider for services provided according to the North Sound BH-
29 ASO established rate schedule, detailed in Exhibit B.

30

31 3.4.1 North Sound BH-ASO shall provide reasonable notice of not less than 90 days of
32 changes that affect Provider’s compensation or the delivery of health care services.

33

34 **3.5 SUBMISSION OF CLAIMS**
35 If Provider submits claims for services rendered under this Agreement, the following
36 requirements shall apply:

37

38 3.5.1 **Clean Claims Standards**
39 Except as agreed to by the parties on a claim-by-claim basis, North Sound BH-
40 ASO shall pay or deny not less than (i) 95% of Clean Claims received from

Provider within 30 days of receipt; (ii) 95% of all claims received from Provider within 60 days of receipt; and (iii) 95% of all Clean Claims received from Provider within 90 days of receipt.

3.5.2 Clean Claim – Definition

For purposes of this Section 3.5, "Clean Claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this Section 3.5.

3.6 COORDINATION

North Sound BH-ASO shall be responsible for coordinating with participating providers to meet the obligations identified in this Agreement.

ARTICLE FOUR – TERM AND TERMINATION

4.1 TERM

This Agreement is effective on January 1, 2020 ("Effective Date"), and will remain in effect through December 31, 2021 ("Term"), unless this Agreement is sooner terminated as provided in this Agreement.

4.2 TERMINATION WITHOUT CAUSE

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

4.3 TERMINATION WITH CAUSE

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

4.4 IMMEDIATE TERMINATION

Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may immediately suspend or terminate the participation of Provider in any or all products or services by giving written notice thereof to Provider when North Sound BH-ASO determines that (i) based upon available information, the continued participation of the Provider appears to constitute an immediate threat or risk to the health, safety, or welfare of individual(s), or (ii) Provider's fraud, malfeasance, or non-compliance with any regulatory requirements is reasonably suspected. During such suspension, the Provider shall, as directed by North Sound BH-ASO, discontinue the provision of all or a particular contracted service to individual(s). During the term of any suspension, Provider shall notify individual(s) that their status as a

Provider has been suspended. Such suspension will continue until the Provider's participation is reinstated or terminated.

4.5 **TERMINATION DUE TO CHANGE IN FUNDING**

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

4.5.1 **TERMINATION PROCEDURE**

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

- 4.5.1.1 Provider shall cease to perform any services required by this Agreement 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 Agreement rendered prior to the effective date of termination. Provider shall assist in the orderly transfer/transition of the individuals served under this Agreement. Provider shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
- 4.5.1.2 Provider shall immediately deliver to North Sound BH-ASO's Program Administrator or their successor, all North Sound BH-ASO assets (property) in Provider's possession and any property produced under this Agreement. Provider grants North Sound BH-ASO the right to enter upon Provider's premises for the sole purpose of recovering any North Sound BH-ASO property that Provider fails to return within 10 business days of termination of this Agreement. Upon failure to return North Sound BH-ASO property within 10 business days of the termination of this Agreement, Provider shall be charged with all reasonable costs of recovery. Provider shall protect and preserve any property of North Sound BH-ASO that is in the possession of Provider 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.

4.6 TERMINATION FOR DEFAULT

If the North Sound BH-ASO terminates this Agreement for default, North Sound BH-ASO shall pay Provider only for those expenses the Provider has incurred up to and including the date of termination, unless North Sound BH-ASO determines it 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 Agreement. If it is later determined Provider was not in default, or if Provider terminated this Agreement for default, Provider shall be entitled to all remedies available at law, in equity, or under this Agreement.

4.7 TERMINATION BY EITHER PARTY

Should the Agreement 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. Should the Agreement be terminated by either party, Provider shall be responsible to provide all behavioral health services through the end of the month for which they have received payment

4.8 TERMINATION NOTIFICATION TO INDIVIDUALS

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

ARTICLE FIVE – FINANCIAL TERMS AND CONDITIONS

5.1 GENERAL FISCAL ASSURANCES

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

5.2 FINANCIAL ACCOUNTING REQUIREMENTS

Provider shall:

- 5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting the public behavioral health system operated by Provider. Administration costs shall be measured on a fiscal year basis and based on the information reported in the revenue and expenditure reports and reviewed by North Sound BH-ASO.

- 5.2.2 The Provider shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (“GASB”).
- 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant to this Agreement, are used to support the public behavioral health system within Snohomish County;
- 5.2.4 Ensure under no circumstances are individuals charged for any covered services, including those out-of-network services purchased on their behalf;
- 5.2.5 Produce annual audited financial statements. Upon completion of regulatory audits, such reports will be made available to North Sound BH-ASO upon request.

7.11.3.5 Financial Reporting

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

- 5.2.5.5.1 The North Sound BH-ASO shall reimburse the Provider for satisfactory completion of the services and requirements specified in this Agreement and its attached exhibit(s).
- 5.2.5.5.2 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.
- 5.2.5.5.3 The Provider shall submit its final invoice and all outstanding reports as specified in this Agreement and its attached exhibit(s). If the Provider’s final invoice and reports are not submitted as specified in this Agreement 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.

5.3 LIABILITY FOR PAYMENT AND THE PURSUIT OF THIRD-PARTY REVENUE

Provider shall be responsible for developing financial processes that enable them to reasonably ensure all third-party resources available to individuals with private

insurance are identified and pursued in accordance with the reasonable collection practices, which Provider applies to all other payers for services covered under this Contract. Ensure a process is in place to demonstrate all third-party resources are identified and pursued in accordance with Medicaid being the payer of last resort. North Sound BH-ASO shall actively provide Provider support in the pursuit of third-party payments for all crisis services.

Provider shall maintain necessary records to document all third-party resources and report to North Sound BH-ASO on a biennial basis or upon the request of North Sound BH-ASO, the amount of such third-party resources collected for all service recipients during the quarter by source of payment

ARTICLE SIX – OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

- 6.2.1 North Sound BH-ASO, HCA, DSHS, Office of the State Auditor, the Department of Health (DOH), the Comptroller General, or any of their duly-authorized representatives 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 Agreement, d) audits regarding the quality, appropriateness and timeliness of behavioral health services of Provider and e) audits and inspections of financial records of Provider.
- 6.2.2 Provider 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 Agreement.
- 6.2.3 In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of resource, utilization and quality management, as well as, ensure Provider has the clinical, administrative and fiscal structures to enable them to perform in accordance with the terms of the Agreement. Such reviews may include, but are not limited to: encounter data validation, utilization reviews, clinical record reviews, program integrity, administrative structures reviews, fiscal management and contract compliance. Reviews may include desk reviews, requiring Provider to submit requested information. North Sound BH-ASO will also review any activities delegated under this Agreement to Provider.

6.2 REMEDIAL ACTION

In the event that North Sound BH-ASO finds that the Provider is not in compliance with terms of this Agreement, including exhibits, and Scope(s) of Work as defined by the Supplemental Provider Guide, or adequately meeting requirements of other regulatory agencies as set forth in section 6.1 of this Agreement, North Sound BH-ASO may place the Provider in Remedial Action as set forth in 6.2.1 of this Agreement, requiring Provider to plan and execute action(s)

to remedy the non-compliance. These actions will be documented in a Corrective Action Plan, as set forth in 6.2.2. A Corrective Action Plan (“CAP”) developed by Provider must be submitted for approval to North Sound BH-ASO within 30 calendar days of Provider receiving notification of CAP requirement from North Sound BH-ASO. 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.

6.2.1 North Sound BH-ASO may impose any of the following remedial actions in response to findings of situations as outlined in section 6.2 of this Agreement.

6.2.5.1 Withhold two (2%) percent of the next monthly payment and each monthly payment thereafter until the Provider has corrected the noncompliance. North Sound BH-ASO, at its sole discretion, shall return all payments withheld once Provider has corrected the noncompliance.

6.2.5.2 Revoke delegation of any function delegated under this Agreement.

6.2.5.3 Deny any incentive payment to which Provider might otherwise have been entitled under this Agreement or any other arrangement by which the Washington State Division of Behavioral Health and Recovery provides incentives.

6.2.5.4 Termination for Default, as outlined in this Agreement.

6.2.2 CAP must include:

6.2.5.1 A brief description of the findings; and

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

6.2.3 CAP may:
Request modification of any Policies and Procedures by Provider relating to the fulfillment of its obligations pursuant to this Agreement.

6.2.4 CAP is subject to approval by North Sound BH-ASO, which may:

6.2.3.1 Accept the plan as submitted;

6.2.3.2 Accept the plan with specified modifications;

6.2.3.3 Request a modified plan; or

6.2.3.4 Reject the plan.

6.2.5 Provider agrees North Sound BH-ASO may continue Remedial Action if a CAP is not acceptable to the North Sound BH-ASO. Remedial Action may continue as outlined in subsection (6.2.1) above if North Sound BH-ASO determines any of the following situations exist:

6.2.4.1 If Provider causes condition(s) that poses a threat to the health or safety of any person or poses a threat of property damage/an incident has occurred that resulted in injury or death to any person/resulted in damage to property.

6.2.4.2 Provider has failed to perform any of the behavioral health services required in this Agreement, which includes the failure to maintain the required capacity as specified by North Sound BH-ASO to ensure enrolled individuals receive medically necessary services, including delegated functions; except, that no remedial action pursuant to subsection (6.2.1) hereof shall be taken if such failure to maintain required capacity is due to any interruption in or depletion of the available amount of money to Provider as described in Exhibit B of this Agreement for purposes of performing services under this Agreement; however, in such an instance, North Sound BH-ASO may terminate all or part of this Agreement on as little as 30 days written notice.

6.2.4.3 Provider has failed to develop, produce and/or 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 Agreement.

6.2.4.4 Provider has failed to perform any administrative function required under this Agreement, including delegated functions. For the purposes of this section, "administrative function" is defined as any obligation other than the actual provision of behavioral health services.

6.2.4.5 Provider has failed to implement corrective action required by the state and within North Sound BH-ASO prescribed timeframes.

6.3 NOTICE REQUIREMENTS

Whenever this Agreement provides for notice to be provided by one (1) party to another, such notice shall be in writing and directed to Cammy Hart-Anderson, Division Manager- Snohomish County Human Services, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201, and the project representative of the County department specified on page one (1) of this Agreement. Any

time within which a party must take some action shall be computed from the date that the notice is received by said party.

ARTICLE SEVEN – GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

7.1 BACKGROUND

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

7.2 MUTUAL COMMITMENTS

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

7.3 ASSIGNMENT

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

7.4 AUTHORITY

Concurrent with the execution of this Agreement, Provider shall furnish North Sound BH-ASO with a copy of the explicit written authorization of its governing body to enter into this Agreement. Likewise, concurrent with the execution of this Agreement, North Sound BH-ASO shall furnish, upon request, Provider with a written copy of the motion, resolution, or ordinance passed by North Sound BH-ASO’s County Authorities Executive Committee authorizing North Sound BH-ASO to execute this Agreement.

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

The parties shall comply with all relevant state or federal law, policy, directive, or government sponsored program requirements relating to the subject matter of this Agreement. The provisions of this Agreement shall be construed in a manner that reflects consistency and compliance with such laws, policies and directives. Without limiting the generality of the foregoing, the parties shall comply with applicable provisions of this Agreement:

- 7.5.1.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
- 7.5.1.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 7.5.1.3 Americans with Disabilities Act (ADA) of 1990;
- 7.5.1.4 Title VI of the Civil Rights Act of 1964;
- 7.5.1.5 Age Discrimination Act of 1975;
- 7.5.1.6 All local, State and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Agreement;
- 7.5.1.7 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 7.5.1.8 All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the EPA.
- 7.5.1.9 Any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act;
- 7.5.1.10 Those specified in RCW Title 18 for professional licensing;
- 7.5.1.11 Reporting of abuse as required by RCW 26.44.030;
- 7.5.1.12 Industrial insurance coverage as required by RCW Title 51;
- 7.5.1.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;

- 7.5.1.14 WAC 388-865 and 388-877 388-877A and 388-877B;
- 7.5.1.15 Provider must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any subcontractor operating such a plan.
- 7.5.1.16 HCA/MCO Quality Strategy;
- 7.5.1.17 State of Washington behavioral health system mission statement, value statement and guiding principles for the system, hereto as Exhibit D;
- 7.5.1.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and Reporting System (BARS) Manual and BARS Supplemental Behavioral Health Instructions;
- 7.5.1.19 Any applicable federal and state laws that pertain to individual's rights. Provider shall ensure its staff takes those rights into account when furnishing services to individuals.
- 7.5.1.20 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which prohibits making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit behavioral health services provided to individuals;
- 7.5.1.21 Any Policies and Procedures developed by DSHS/HCA which governs the spend-down of individual's assets;
- 7.5.1.22 Provider must comply with 42-USC 1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five (5%) of Provider, BHA's equity, or an employee, Provider, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.
- 7.5.1.23 Federal and State non-discrimination laws and regulations;
- 7.5.1.24 HIPAA (45 CFR parts 160-164);
- 7.5.1.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Part 2;
- 7.5.1.26 HCA-CIS Data Dictionary and its successors;
- 7.5.1.27 Federal funds must not be used for any lobbying activities.

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

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

7.6 CONSISTENCY WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE

To the extent reasonably practicable, Provider's services under this Agreement shall be consistent with North Sound BH-ASO's Supplemental Provider Service Guide and Policies and Procedures (P & P). North Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements affecting this Agreement immediately upon North Sound BH-ASO receiving knowledge of such change.

7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

Subject to applicable law, provider shall protect all Personal Information, records and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for individuals receiving Substance Use Disorder (SUD) services, in accordance with 42 CFR Part 2 and WAC 246. Provider shall have a process in place to ensure all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement and the State Medicaid Plan. Provider shall read and comply with all HIPAA policies.

7.8 AGREEMENT PERFORMANCE/ENFORCEMENT

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

7.9 COOPERATION

The parties to this Agreement shall cooperate in good faith to effectuate the terms and conditions of this Agreement.

7.10 DEBARMENT CERTIFICATION

Provider, by signature to this Agreement, certifies Provider is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website.

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

7.11 EXCLUDED PARTIES

7.11.1 Provider is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered, or prescribed by excluded individuals and entities. Social Security Act ("SSA") section 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

7.11.2 Provider shall monitor for excluded individuals and entities by:

7.11.2.2 Screening Provider'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 Agreement.

7.11.2.3 Screening monthly newly added Provider'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 Agreement.

7.11.2.4 Screening monthly Provider's employees and individuals and entities with an ownership or control interest that would benefit from funds received under this Agreement for newly added excluded individuals and entities.

7.11.3 Report to North Sound BH-ASO:

7.11.3.1 Any excluded individuals and entities discovered in the screening within 10 business days;

7.11.3.2 Any payments made by Provider that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;

7.11.3.3 Any actions taken by Provider to terminate relationships with Provider's employees and individuals with an ownership or control interest discovered in the screening;

7.11.3.4 Any Provider's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within 10 business days of Provider becoming aware of the conviction;

7.11.3.5 [Not Applicable]

7.11.3.6 Any Providers, individuals and entities with an ownership or control interest.

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

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

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

7.11.7 Civil monetary penalties may be imposed against Provider 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)).

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

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

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

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

7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS AGREEMENT

Although North Sound BH-ASO and Provider mutually recognize that services under this Agreement may be provided by Provider to individuals under the Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act, RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such individuals, or any other persons, occupy

the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement. Such third parties shall have no right to enforce this Agreement.

7.13 EXECUTION, AMENDMENT AND WAIVER

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

7.14 HEADINGS AND CAPTIONS

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

7.15 INDEMNIFICATION

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

7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO

Provider shall not claim for Provider or Provider's employees any rights, privileges, or benefits which would accrue to an employee of North Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all obligations to withhold Federal or State taxes on behalf of Provider or Provider's employees and subcontractors unless specified in this Agreement.

7.17 INSURANCE

7.17.1 Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent.

The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

7.17.2 Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance Regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

7.18 **INTEGRATION**

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

7.19 **MAINTENANCE OF RECORDS**

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

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

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

7.20 NOTICE OF AMENDMENT

Except when a longer period is required by applicable law, this Agreement may be amended by mutual agreement of the parties subject to the same formalities required for the execution of this Agreement. Notwithstanding the foregoing, the parties may amend the exhibits of this Agreement to accommodate changes in budgets or services by mutual agreement, subject to approval of the County Executive or County Executive’s designee, and the North Sound BH-ASO Executive Director or Executive Director’s designee.

7.21 NO WAIVER OF RIGHTS

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

7.21.2 Waiver of any breach of any provision of this Agreement 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 Agreement.

7.22 ONGOING SERVICES

Provider and its subcontractors shall ensure in the event of labor disputes or job actions, including work slowdowns, such as “sick outs”, or other activities within its service network, uninterrupted services shall be available as required by the terms of this Agreement.

7.23 OVERPAYMENTS

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

7.24 OWNERSHIP OF MATERIALS

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

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

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

7.25 PERFORMANCE

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

7.26 RESOLUTION OF DISPUTES

Each Party shall cooperate in good faith and deal fairly in its performance hereunder to accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and confer to resolve any disputes that may arise under this Agreement. If a dispute is not resolved, the Parties will participate in and equally share the expense of a mediation conducted by a neutral third-party professional prior to initiating litigation or arbitration. If the dispute is not resolved through mediation, the parties agree to litigate their dispute in Snohomish County Superior Court. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

7.27 SEVERABILITY AND CONFORMITY

The provisions of this Agreement are severable. If any provision of this Agreement, 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 Agreement and the invalid provision shall be considered modified to conform to existing law.

7.28 SINGLE AUDIT ACT

7.28.1 If Provider is a subrecipient of Federal awards as defined by OMB Uniform Guidance Subpart F, Provider 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, award numbers, and award years (if awards are for research and development), as well as, names of the Federal agencies. Provider shall make Provider its records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Should there be a subcontractor, Provider and its subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements into all contracts between Provider and its subcontractors who are sub recipients. Provider and its

subcontractors shall comply with any future amendments to OMB Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

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

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

7.29 **SUBCONTRACTS**

Provider may subcontract services to be provided under this Agreement subject to the following requirements.

7.29.1 The Provider shall not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of North Sound BH-ASO Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.

7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.

7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts with any person or BHA excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per this Agreement's General Terms and Conditions.

- 7.29.4 Provider shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Agreement.
- 7.29.5 Provider shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.
- 7.29.6 Subcontracts for the provision of behavioral health services must require subcontractors to provide individuals access to translated information and interpreter services.
- 7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources are identified and pursued.
- 7.29.8 Provider shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor for conformance with any applicable statement of work in this Agreement on an ongoing basis including written reviews.
- 7.29.9 Provider will monitor performance of the subcontractors on an annual basis and notify North Sound BH-ASO of any identified deficiencies or areas for improvement requiring corrective action by Provider.
- 7.29.10 The Provider agrees to include the following language, or its equivalent, in every subcontract for services which relate to the subject matter of this Agreement: "Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Agreement and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."
- 7.29.11 Those written subcontracts shall:
 - 7.29.11.1 Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Agreement;
 - 7.29.11.2 Require subcontractors to notify Provider in the event of a change in status of any required license or certification;

- 7.29.11.3 Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract;
- 7.29.11.4 Require the subcontractor to correct any areas of deficiencies in the subcontractor's performance that are identified by Provider, North Sound BH-ASO/HCA;
- 7.29.11.5 Require best efforts to provide written or oral notification within 15 business days of termination of a Primary Care Provider (PCP) to individuals currently open for services who had received a service from the affected PCP in the previous 60 days. Notification must be verifiable in the individual's medical record at the subcontractor.

7.30 **SURVIVABILITY**

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

7.31 **TREATMENT OF INDIVIDUAL'S PROPERTY**

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

7.32 **WARRANTIES**

The parties' obligations are warranted and represented by each to be individually binding for the benefit of the other party. Provider warrants and represents it is able to perform its obligations set forth in this Agreement and such obligations are binding upon Provider for the benefit of North Sound BH-ASO.

7.33 **AGREEMENT CERTIFICATION**

By signing this Agreement, the Provider certifies that in addition to agreeing to the terms and conditions provided herein, the Provider certifies that it has read and understands the

contracting requirements and agrees to comply with all of the Agreement terms and conditions detailed on this Agreement.

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

Joe Valentine, Executive Director
North Sound BH-ASO
301 Valley Mall Way, Suite 110
Mount Vernon, WA 98273-5462

The Program Administrator for Snohomish County is:

Cammy Hart-Anderson
Division Manager, Behavioral Health and Veteran Services
Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

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

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

NORTH SOUND BH-ASO

SNOHOMISH COUNTY

Joe Valentine
Executive Director

Date

Dave Somers
County Executive

Date