

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

**CONTRACT
FOR
DEPARTMENT OF COMMERCE
COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE (CBRA)
LONG-TERM HOUSING SUBSIDIES**

WITH

BRIDGEWAYS

CONTRACT #NORTH SOUND BH-ASO-BRIDGEWAYS-CBRA-23

EFFECTIVE JULY 1, 2023

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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 contract, the terms of such Exhibit shall control.

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

Exhibit B – Budget

Exhibit C – Community Behavioral Health Rental Assistance (CBRA) Guidelines

Exhibit D – Guidelines Changes SFY24

Exhibit E – Provider Deliverables

Exhibit F – HARPS Statement of Work

Exhibit G - Federal ID for MHBG grant

1 **CONTRACT FOR COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE**

2
3
4 **THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK**

5 **CONTRACT** (the “Contract”), pursuant to Revised Code of Washington (RCW) Chapter 71.24 and all
6 relevant and associated statutes, as amended, is made and entered into by and between the NORTH
7 SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO),
8 a governmental limited liability company pursuant to RCW Chapter 71.24, 2021 E. College Way, Ste.
9 101, Mount Vernon, WA 98273 and BRIGEWAYS, (Provider), a Washington Behavioral Health Agency,
10 5801 23rd Drive West, Suite 104, Everett, WA 98203.

11
12 **I. RECITALS**
13

14 **WHEREAS**, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County
15 (the County Authorities), as defined by RCW 71.24.025 (18), entered into a Joint County Authority BH-
16 ASO Interlocal Operating Agreement to cooperatively provide a community health program and
17 regional system of care, with the collective goal of consolidating administration, reducing
18 administrative layering and reducing administrative costs, consistent with the State of Washington’s
19 legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and
20

21 **WHEREAS**, North Sound BH-ASO is a governmental limited liability company formed by an
22 operating agreement entered into by the foregoing five (5) County Authorities in response to a request
23 for a detailed plan and to contract with the State of Washington to operate as a Regional Support
24 Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an
25 Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and RCW
26 71.24.015.
27

28 **WHEREAS**, the Operating Agreement provides a means for each County Authority to share in the
29 cost of behavioral health services, for payment of services and for the audit of funds, as provided for
30 in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as
31 provided for in RCW 71.24.110.
32

33 **WHEREAS**, North Sound BH-ASO anticipates increased need for behavioral health services in the
34 community and recognizes the need for expansion of services and strengthening of cooperation among
35 service providers to meet this challenge; and
36

37 **WHEREAS**, North Sound BH-ASO is engaged in the administration of services.
38

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

1 **WHEREAS**, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise
2 do all things necessary to deliver Services in the Counties;
3

4 **WHEREAS**, the parties to this Contract desire to promote the continuity of care for individuals,
5 avoid service disruption, ensure the provision of behavioral health services and strengthen the regional
6 service network; and
7

8 **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure
9 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability
10 Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164); now, therefore,
11

12 **THE PARTIES AGREE AS FOLLOWS:**

13
14 **II. CONTRACT**

15
16 The effective date of this Contract is July 1, 2023.
17

18 **WHEREAS**, North Sound BH-ASO has been advised that the foregoing are the current funding
19 sources, funding levels and effective dates as described in Exhibit B; and
20

21 **WHEREAS**, North Sound BH-ASO desires to have rental assistance performed by the Provider as
22 described in Exhibit C;
23

24 **WHEREAS**, the Provider represents and warrants that North Sound BH-ASO is authorized to
25 negotiate and execute provider agreements, including this Agreement, and to bind the Provider to the
26 terms and conditions of this Agreement;
27

28 **WHEREAS**, North Sound BH-ASO intends to implement mechanisms to ensure the availability of
29 contracted providers and for establishing standards for the number and geographic distribution of
30 contracted providers and key specialty providers in accordance with applicable law;
31

32 **WHEREAS**, Housing Providers contracted with North Sound BH-ASO for participation in the North
33 Sound provider Network(Participating Providers) will deliver behavioral health rental assistance to
34 individuals within the scope of their licensure or accreditation; and
35

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

1 **ARTICLE ONE – DEFINITIONS**

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

3 **1.1 AGREEMENT**

4 The Contract for participation in the North Sound provider network entered into between
5 North Sound BH-ASO and Provider, including all attachments and incorporated documents or
6 materials, including the CBRA Guidelines which is Exhibit C thereof.
7

8 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

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

14 **1.3 COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE**

15 The Community Behavioral Health Rental Assistance program (CBRA) provides long-term
16 or bridge rental subsidies for high-risk individuals with behavioral health conditions and
17 their households. When partnered with programs offering supportive housing services
18 such as Washington’s Foundational Community Supports (FCS) program, Aging and
19 Long-Term Supports (ALTSA) programs, Housing and Recovery through Peer Services
20 (HARPS) programs, or others, highly-vulnerable persons with complex behavioral health
21 needs have opportunities to live independently in the communities of their choice.
22

1 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS**

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

9 **2.1 NETWORK PARTICIPATION**

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

17
18 **2.2 PROMOTIONAL ACTIVITIES**

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

24
25 **2.3 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

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

38
39 **2.4 NON-DISCRIMINATION**

40
41 **2.4.1 Enrollment**

42 Provider shall not differentiate or discriminate in providing services to individuals
43 because of race, color, religion, national origin, ancestry, age, marital status, gender

1 identity, sexual orientation, physical, sensory or mental handicap, socioeconomic
2 status, or participation in publicly financed programs of health care services. Provider
3 shall render services to individuals in the same location, in the same manner, in
4 accordance with the same standards, and within the same time availability regardless
5 of payor.

6 7 **2.4.2 Employment**

8 Provider shall not differentiate or discriminate against any employee or applicant for
9 employment, with respect to their hire, tenure, terms, conditions or privileges of
10 employment, or any matter directly or indirectly related to employment, because of
11 race, color, religion, national origin, ancestry, age, height, weight, marital status,
12 gender identity, sexual orientation, physical, sensory or mental disability unrelated to
13 the individual's ability to perform the duties of the particular job or position.

14 15 **2.5 NOTICES**

16 17 **2.5.1 Critical Incident Reporting**

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

37 38 **2.5.2 Termination of Services**

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

41 42 **2.5.3 Reporting Fraud**

43 Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and
44 shall notify North Sound BH-ASO Compliance Department of all incidents or occasions

1 of suspected fraud, waste, or abuse involving Services provided to an individual.
2 Provider shall report a suspected incident of fraud, waste or abuse, including a credible
3 allegation of fraud, within five (5) business days of the date Provider first becomes
4 aware of, or is on notice of, such activity. The obligation to report suspected fraud,
5 waste, or abuse shall apply if the suspected conduct was perpetrated by Provider,
6 Provider's employee, agent, subcontractor, or individual. Provider shall establish
7 P&P's for identifying, investigating, and taking appropriate corrective action against
8 suspected fraud, waste, or abuse. Detailed information provided to employees and
9 subcontractors regarding fraud and abuse P&P's and the false Claims Act and the
10 Washington false claims statutes RCW Chapter 74.66 and 74.09.210. Upon request by
11 North Sound BH-ASO, and/or DOC, Provider shall confer with the appropriate State
12 agency prior to or during any investigation into suspected fraud, waste, or abuse.
13

14 2.6 PROVIDER TRAINING AND EDUCATION

15 Upon the request of North Sound BH-ASO, the Provider shall participate in training when
16 required by the North Sound BH-ASO and/or DOC Community Services and Housing Division,
17 Housing Assistance Unit.
18

19 2.6.1 Exception to required training

20 Requests to allow an exception to participation in a required training must be in
21 writing and include a plan for how the required information will be provided to
22 targeted provider staff.
23

24 2.7 REPORT DELIVERABLE TEMPLATES

25 As applicable, templates for all reports that the Provider is required to submit to North Sound
26 BH-ASO are hereby incorporated in Exhibit E of this Contract. North Sound BH-ASO may
27 update the templates from time to time, and any such updated templates will also be
28 incorporated by reference into this Contract. The report templates are located at:

29 <https://www.nsbhaso.org/for-providers/forms>
30

1 **ARTICLE FOUR – TERM AND TERMINATION**

2 **4.1 TERM**

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

8 **4.2 TERMINATION WITHOUT CAUSE**

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

11 **4.3 TERMINATION WITH CAUSE**

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

19 **4.4 IMMEDIATE TERMINATION**

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

31 **4.5 TERMINATION DUE TO CHANGE IN FUNDING**

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

35 **4.5.1 TERMINATION PROCEDURE**

36 The following provisions shall survive and be binding on the parties in the event this
37 Contract is terminated:
38

1 4.5.1.1 Provider and any applicable subcontractors shall cease to perform any
2 services required by this Contract as of the effective date of termination and
3 shall comply with all reasonable instructions contained in the notice of
4 termination which are related to the transfer of individuals, distribution of
5 property and termination of services. Each party shall be responsible only for
6 its performance in accordance with the terms of this Contract rendered prior
7 to the effective date of termination. Provider and any applicable
8 subcontractors shall assist in the orderly transfer/transition of the individuals
9 served under this Contract. Provider and any applicable subcontractors shall
10 promptly supply all information necessary for the reimbursement of any
11 outstanding Medicaid claims.

12 4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to
13 North Sound BH-ASO's Program Administrator or their successor, all North
14 Sound BH-ASO assets (property) in Provider and any applicable
15 subcontractor's possession and any property produced under this Contract.
16 Provider and any applicable subcontractors grant North Sound BH-ASO the
17 right to enter upon Provider and any applicable subcontractor's premises for
18 the sole purpose of recovering any North Sound BH-ASO property that
19 Provider and any applicable subcontractors fails to return within 10 business
20 days of termination of this Contract. Upon failure to return North Sound BH-
21 ASO property within 10 business days of the termination of this Contract,
22 Provider and any applicable subcontractors shall be charged with all
23 reasonable costs of recovery, including transportation and attorney's fees.
24 Provider and any applicable subcontractors shall protect and preserve any
25 property of North Sound BH-ASO that is in the possession of Provider and any
26 applicable subcontractors pending return to North Sound BH-ASO.

27 4.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those services
28 authorized and provided through the date of termination. North Sound BH-
29 ASO may pay an amount agreed to by the parties for partially completed
30 work and services, if work products are useful to or usable by North Sound
31 BH-ASO.

32 4.5.1.4 If the Program Administrator terminates this Contract for default, North
33 Sound BH-ASO may withhold a sum from the final payment to Provider that
34 North Sound BH-ASO determines is necessary to protect North Sound BH-
35 ASO against loss or additional liability occasioned by the alleged default.
36 North Sound BH-ASO shall be entitled to all remedies available at law, in
37 equity, or under this Contract. If it is later determined Provider was not in
38 default, or if Provider terminated this Contract for default, Provider shall be
39 entitled to all remedies available at law, in equity, or under this Contract.

40 Should the contract be terminated by either party, North Sound BH-ASO will
41 require the spend-down of all remaining reserves and fund balances within
42 the termination period. Funds will be deducted from the final months'
43 payments until reserves and fund balances are spent. Should the contract be

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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.

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

2 **5.1 GENERAL FISCAL ASSURANCES**

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

10 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

11 Provider shall:

12 5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting the
13 public behavioral health rental assistance system operated by Provider. Administration
14 costs shall be measured on a fiscal year basis and based on the information reported in
15 the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.

16 5.2.2 The Provider shall establish and maintain a system of accounting and internal controls
17 which complies with generally accepted accounting principles promulgated by the
18 Financial Accounting Standards Board (FASB), the Governmental Accounting Standards
19 Board (GASB), or both as is applicable to the Provider’s form of incorporation.

20 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant to
21 this Contract, are used to support the public behavioral health system within the
22 Service Area;

23 5.2.4 Produce annual, audited financial statements upon completion and make such reports
24 available to North Sound BH-ASO upon request.

25
26 **5.2.4.1 Financial Reporting**

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

28 5.2.4.1.1 The North Sound BH-ASO shall reimburse the Provider for
29 satisfactory completion of the services and requirements
30 specified in this Contract and its attached exhibit(s).

31 5.2.1.4.2 The Provider shall submit an invoice within 20 days from the
32 service month (i.e., services in June invoiced on or before August
33 1st) along with all accompanying reports as specified in the
34 attached exhibit(s), including its final invoice and all outstanding
35 reports. The North Sound BH-ASO shall initiate authorization for
36 payment to the Provider not more than 30 days after a timely,
37 complete and accurate invoice is received.

38 5.2.1.4.3 The Provider shall submit its final invoice and all outstanding
39 reports as specified in this contract and its attached exhibit(s). If
40 the Provider’s final invoice and reports are not submitted as
41 specified in this contract and its attached exhibit(s), the North

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Sound BH-ASO will be relieved of all liability for payment to the Provider of the amounts set forth in said invoice or any subsequent invoice.

1 **ARTICLE SIX – OVERSIGHT AND REMEDIES**

2 **6.1 OVERSIGHT AUTHORITY**

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

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

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

21
22 **6.2 CONSEQUENCES OF NON-COMPLIANCE:**

- 23
24 a. If North Sound BH-ASO determines that a subgrantee is failing to comply with the
25 Guidelines, Terms, and Conditions, North Sound BH-ASO will notify subgrantee that
26 subgrantee will receive technical assistance and be required to respond to a corrective
27 action plan to address and remedy the noncompliance.
- 28
29 b. If the subgrantee is still out of compliance after the technical assistance, North Sound
30 BH-ASO may move the subgrantee into a probationary period with a second corrective
31 action plan and may reduce the grant total by 20%.
- 32
33 c. If the subgrantee remains out of compliance after the probation period, North Sound
34 BH-ASO may terminate the grant per the General Terms and Conditions TERMINATION
35 FOR CAUSE.

36
37 **6.3 NOTICE REQUIREMENTS**

38 Whenever this Contract provides for notice to be provided by one (1) party to another, such
39 notice shall be in writing and directed to the chief executive office of the Provider and/or
40 project representative. Any time within which a party must take some action shall be
41 computed from the date that the notice is received by said party.
42

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

2
3 **7.1 BACKGROUND**

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

17
18 **7.2 MUTUAL COMMITMENTS**

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

25
26 **7.3 ASSIGNMENT**

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

32
33 **7.4 AUTHORITY**

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

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

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

- 9 7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
- 10 7.5.2 Americans with Disabilities Act (ADA) of 1990;
- 11 7.5.3 Title VI of the Civil Rights Act of 1964;
- 12 7.5.4 Age Discrimination Act of 1975;
- 13 7.5.5 All local, State and Federal professional and facility licensing and certification
14 requirements/standards that apply to services performed under the terms of this
15 Contract;
- 16 7.5.6 All applicable standards, orders, or requirements issued under Section 306 of the
17 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
18 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
19 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating
20 Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the EPA.
- 21 7.5.7 Any applicable mandatory standards and policies relating to energy efficiency, which
22 are contained in the State Energy Conservation Plan, issued in compliance with the
23 federal Energy Policy and Conservation Act;
- 24 7.5.8 Those specified in RCW Title 18 for professional licensing;
- 25 7.5.9 Reporting of abuse as required by RCW 26.44.030;
- 26 7.5.10 Industrial insurance coverage as required by RCW Title 51;
- 27 7.5.11 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
- 28 7.5.12 WAC 245-341 and 388-865;
- 29 7.5.13 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
30 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
31 Instructions;
- 32 7.5.14 Any applicable federal and state laws that pertain to individual’s rights. Provider
33 shall ensure its staff takes those rights into account when furnishing services to
34 individuals.
- 35 7.5.15 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
36 knowingly have a director, officer, partner, or person with a beneficial ownership of
37 more than five (5%) of Provider, BHA or subcontractor’s equity, or an employee,
38 Provider, or consultant who is significant or material to the provision of services
39 under this Contract, who has been, or is affiliated with someone who has been,
40 debarred, suspended, or otherwise excluded by any federal agency.
- 41 7.5.16 Federal and State non-discrimination laws and regulations;
- 42 7.5.17 HIPAA (45 CFR parts 160-164);
- 43 7.5.18 Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;
- 44 7.5.19 Federal funds must not be used for any lobbying activities.

1
2 If Provider is in violation of a federal law or regulation and Federal Financial Participation is
3 recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North
4 Sound BH-ASO within 20 days of such recoupment.

5
6 Upon notification from DOC, North Sound BH-ASO shall notify Provider in writing of
7 changes/modifications in DOC contract requirements.

8
9 **7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

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

16
17 **7.7 CONFIDENTIALITY OF PERSONAL INFORMATION**

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

27
28 **7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

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

37
38 **7.9 COOPERATION**

39 The parties to this Contract shall cooperate in good faith to effectuate the terms and
40 conditions of this Contract.
41

1 7.10 **DEBARMENT CERTIFICATION**

2 The Provider, by signature to this Contract, certifies Provider and any Owners are not
3 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
4 excluded by any Federal department or agency from participating in transactions (Debarred).

5
6 The Provider agrees to include the above requirement in any and all Subcontracts into which it
7 enters concerning the performance of services hereunder, and also agrees that it shall not
8 employ debarred individuals or Subcontract with any debarred providers, persons, or entities.

9
10 The Provider shall immediately notify North Sound BH-ASO if, during the term of this Contract,
11 the Provider becomes debarred. North Sound BH-ASO may immediately terminate this
12 Contract by providing Provider written notice in accord with Subsection 6.3 of this Contract if
13 the Provider becomes debarred during the term hereof.

14
15 7.11 **EXCLUDED PARTIES**

16 Provider is prohibited from paying with funds received under this Contract for goods and
17 services furnished, ordered, or prescribed by excluded individuals and entities SSA section
18 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

19
20 Provider shall monitor for excluded individuals and entities by:

21
22 7.11.1 Screening Provider and subcontractor's employees and individuals and entities with
23 an ownership or control interest for excluded individuals and entities prior to
24 entering into a contractual or other relationship where the individual or entity
25 would benefit directly or indirectly from funds received under this Contract.

26 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
27 individuals and entities with an ownership or control interest for excluded
28 individuals and entities that would benefit directly or indirectly from funds received
29 under this Contract.

30 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
31 entities with an ownership or control interest that would benefit from funds
32 received under this Contract for newly added excluded individuals and entities.

33
34 Report to North Sound BH-ASO:

35
36 7.11.4 Any excluded individuals and entities discovered in the screening within 10 business
37 days;

38 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
39 individuals and entities and the recovery of such payments;

40 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
41 subcontractor's employees and individuals with an ownership or control interest
42 discovered in the screening;

- 1 7.11.7 Any Provider and subcontractor’s employees and individuals with an ownership or
2 control interest convicted of any criminal or civil offense described in SSA section
3 1128 within 10 business days of Provider becoming aware of the conviction;
- 4 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective
5 date of termination to include full details of the reason for termination;
- 6 7.11.9 Any Provider and subcontractor’s individuals and entities with an ownership or
7 control interest.

8
9 Provider must provide a list with details of ownership and control no later than 30 days from
10 the date of ratification and shall keep the list up-to-date thereafter.

11
12 Provider will not make any payments for goods or services that directly or indirectly benefit
13 any excluded individual or entity. Provider will immediately recover any payments for goods
14 and services that benefit excluded individuals and entities it discovers.

15
16 Provider will immediately terminate any employment, contractual and control relationships
17 with an excluded individual and entity it discovers.

18
19 Civil monetary penalties may be imposed against Provider if it employs or enters into a
20 contract with an excluded individual or entity to provide goods or services to enrollees (SSA
21 section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

22
23 An individual or entity is considered to have an ownership or control interest if they have
24 direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a
25 general manager, business manager, administrator, or director) who exercises operational or
26 managerial control or who directly or indirectly conducts day-to-day operations (SSA section
27 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

28
29 In addition, if North Sound BH-ASO notifies Provider that an individual or entity is excluded
30 from participation by an authorized authority, Provider shall terminate all beneficial,
31 employment, contractual and control relationships with the excluded individual or entity
32 immediately.

33
34 The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>.

35
36 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

37
38 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**
39 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

40 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services
41 under this Contract may be provided by Provider and subcontractors to individuals under the
42 Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,
43 RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such
44 individuals, or any other persons, occupy the position of intended third-party beneficiaries of

1 the obligations assumed by either party to this Contract. Such third parties shall have no right
2 to enforce this Contract.

3
4 **7.13 EXECUTION, AMENDMENT AND WAIVER**

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

10
11 **7.14 HEADINGS AND CAPTIONS**

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

15
16 **7.15 INDEMNIFICATION**

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

34
35 **7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

36 The parties intend that an independent contractor relationship be created by this contract.
37 Provider acknowledges that Provider, its employees, or subcontractors are not officers,
38 employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's
39 employees and subcontractors out as, nor claim status as, officers, employees, or agents of
40 North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or
41 subcontractors any rights, privileges, or benefits which would accrue to an employee of North
42 Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all
43 obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider,
44 Provider's employees and subcontractors unless specified in this Contract.

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7.17 INSURANCE

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

By the date of execution of this Contract and post 15 days renewal of said contract, the Provider shall procure and maintain insurance for the duration of this Contract, Provider shall carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. The costs of such insurance shall be paid by the Provider or subcontractor. The Provider may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Provider is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Provider, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).

7.18 INTEGRATION

This Contract, 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 Contract shall be deemed to exist or to bind any of the parties hereto.

7.19 MAINTENANCE OF RECORDS

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 DOC requirements.

Provider shall completely and accurately report data to North Sound BH-ASO and shall certify the accuracy and completeness of all data submitted. Provider shall ensure that it and all of its subcontractors that are required to report data, have the capacity to submit all data necessary to enable the North Sound BH-ASO to meet the reporting requirements required by DOC, or other requirements DOC may develop and impose on North Sound BH-ASO or Provider.

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

1 BH-ASO direct access and/or copies of all information, encounter data, statistical data, and
2 treatment records pertaining to Members who receive Services hereunder, or in conjunction
3 with claims reviews, quality improvement programs, grievances and appeals and peer
4 reviews.

5 **7.20 NOTICE OF AMENDMENT**

6 Except when a longer period is requested by applicable law, North Sound BH-ASO may amend
7 this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to
8 North Sound BH-ASO a written notice of rejection of the amendment within that 30-day
9 period, the amendment shall be deemed accepted by and shall be binding upon Provider.
10

11 **7.21 NO WAIVER OF RIGHTS**

12 A failure by either party to exercise its rights under this Contract shall not preclude that party
13 from subsequent exercise of such rights and shall not constitute a waiver of any other rights
14 under this Contract unless stated to be such in writing signed by an authorized representative
15 of the party and attached to the original Contract.
16

17 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of
18 any subsequent breach and shall not be construed to be a modification of the terms and
19 conditions of this Contract.
20

21 **7.22 ONGOING SERVICES**

22 Provider and its subcontractors shall ensure in the event of labor disputes or job actions,
23 including work slowdowns, such as “sick outs”, or other activities within its service BHA
24 network, uninterrupted services shall be available as required by the terms of this Contract.
25

26 **7.23 OVERPAYMENTS**

27 In the event Provider fails to comply with any of the terms and conditions of this Contract and
28 results in an overpayment, North Sound BH-ASO may recover the amount due DOC, or other
29 federal or state agency subject to dispute resolution as set forth in the contract. In the case of
30 overpayment, Provider shall cooperate in the recoupment process and return to North Sound
31 BH-ASO the amount due upon demand.
32

33 **7.24 OWNERSHIP OF MATERIALS**

34 The parties to this Contract hereby mutually agree that if any patentable or copyrightable
35 material or article should result from the work described herein, all rights accruing from such
36 material or article shall be the sole property of North Sound BH-ASO. The North Sound BH-
37 ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-
38 free license to use, according to law, any material or article and use any method that may be
39 developed as part of the work under this Contract.
40

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

1 The foregoing provisions of this section shall not apply to existing training materials,
2 consulting aids, checklists, and other materials and documents of the Provider that are not
3 modified for use in the performance of this Contract.
4

5 **7.25 PERFORMANCE**

6 Provider shall furnish the necessary personnel, materials/behavioral health services and
7 otherwise do all things for, or incidental to, the performance of the work set forth here and as
8 attached. Unless specifically stated, Provider is responsible for performing or ensuring all
9 fiscal and program responsibilities required in this contract. No subcontract will terminate the
10 legal responsibility of Provider to perform the terms of this Contract.
11

12 **7.26 RESOLUTION OF DISPUTES**

13 Each Party shall cooperate in good faith and deal fairly in its performance hereunder to
14 accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and
15 confer to resolve any problems that arise. If a dispute is not resolved, the Parties will
16 participate in and equally share the expense of a mediation conducted by a neutral third-party
17 professional prior to initiating litigation or arbitration. If the dispute is not resolved through
18 mediation, the parties agree to litigate their dispute in Skagit County Superior Court. The
19 prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses
20 incurred. This Agreement shall be governed by laws of the State of Washington, both as to
21 interpretation and performance.
22

23 **7.27 SEVERABILITY AND CONFORMITY**

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

28 **7.28 SINGLE AUDIT ACT**

29 If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB Uniform
30 Guidance Subpart F, Provider and its subcontractors shall maintain records that identify all
31 Federal funds received and expended. Such funds shall be identified by the appropriate OMB
32 Catalog of Federal Domestic Assistance titles and numbers, award names, award numbers,
33 and award years (if awards are for research and development), as well as, names of the
34 Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's
35 records available for review or audit by officials of the Federal awarding agency, the General
36 Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform
37 Guidance Subpart F audit requirements into all contracts between Provider and its
38 subcontractors who are sub recipients. Provider and its subcontractors shall comply with any
39 future amendments to OMB Uniform Guidance Subpart F and any successor or replacement
40 Circular or regulation.
41

42 If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal
43 awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall

1 procure and pay for a single or program-specific audit for that fiscal year. Upon completion of
2 each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's
3 Program Administrator the data collection form and reporting package specified in OMB
4 Uniform Guidance Subpart F, reports required by the program-specific audit guide, if
5 applicable and a copy of any management letters issued by the auditor.
6

7 For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart F,
8 Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible
9 individuals are not considered Federal awards expended under this part of the rule unless a
10 State requires the fund to be treated as Federal awards expended because reimbursement is
11 on a cost-reimbursement basis.
12

13 7.29 **SUBCONTRACTS**

14 Provider may subcontract services to be provided under this Contract subject to the following
15 requirements.
16

17 7.29.1 The Provider shall not assign or subcontract any portion of this Contract or transfer
18 or assign any claim arising pursuant to this Contract without the written consent of
19 North Sound BH-ASO Said consent must be sought in writing by the Provider not
20 less than 15 days prior to the date of any proposed assignment.

21 7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.

22 7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts
23 with any person or BHA excluded from participation in federal health care programs
24 under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per
25 this Contract's General Terms and Conditions.

26 7.29.4 Provider shall require subcontractors to comply with all applicable federal and state
27 laws, regulations and operational policies as specified in this Contract.

28 7.29.5 Provider shall require subcontractors to comply with all applicable North Sound BH-
29 ASO operational policies as applicable.

30 7.29.6 Subcontracts for the provision of behavioral health services must require
31 subcontractors to provide individuals access to translated information and
32 interpreter services.

33 7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources
34 are identified and pursued.

35 7.29.8 Provider shall oversee, be accountable for and monitor all functions and
36 responsibilities delegated to a subcontractor for conformance with any applicable
37 statement of work in this Contract on an ongoing basis including written reviews.

38 7.29.9 Provider will monitor performance of the subcontractors on an annual basis and
39 notify North Sound BH-ASO of any identified deficiencies or areas for improvement
40 requiring corrective action by Provider.

41 7.29.10 The Provider agrees to include the following language verbatim in every subcontract
42 for services which relate to the subject matter of this Contract:
43

1 “Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its
2 officers, employees and agents from any and all costs, claims, judgments, and/or awards of
3 damages arising out of, or in any way resulting from the negligent act or omissions of
4 subcontractor, its officers, employees, and/or agents in connection with or in support of this
5 Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a
6 third-party beneficiary to this Contract and shall have the right to bring an action against
7 subcontractor to enforce the provisions of this paragraph.”
8

9 Those written subcontracts shall:

- 10
- 11 7.29.11 Require subcontractors to hold all necessary licenses, certifications/permits as
12 required by law for the performance of the services to be performed under this
13 Contract;
 - 14 7.29.12 Require subcontractors to notify Provider in the event of a change in status of any
15 required license or certification;
 - 16 7.29.13 Include clear means to revoke delegation, impose corrective action, or take other
17 remedial actions if the subcontractor fails to comply with the terms of the
18 subcontract;
 - 19 7.29.14 Require the subcontractor to correct any areas of deficiencies in the subcontractor’s
20 performance that are identified by Provider, North Sound BH-ASO/DOC;
 - 21 7.29.15 Require best efforts to provide written or oral notification within 15 business days
22 of termination of a Primary Care Provider (PCP) to individuals currently open for
23 services who had received a service from the affected PCP in the previous 60 days.
24 Notification must be verifiable in the individual’s medical record at the
25 subcontractor.

26 **7.30 SURVIVABILITY**

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

33 **7.31 TREATMENT OF INDIVIDUAL’S PROPERTY**

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

1 7.32 **WARRANTIES**
2 The parties' obligations are warranted and represented by each to be individually binding for
3 the benefit of the other party. Provider warrants and represents it is able to perform its
4 obligations set forth in this Contract and such obligations are binding upon Provider and other
5 subcontractors for the benefit of North Sound BH-ASO.

6 7.33 **CONTRACT CERTIFICATION**
7 By signing this Contract, the Provider certifies that in addition to agreeing to the terms and
8 conditions provided herein, the Provider certifies that it has read and understands the
9 contracting requirements and agrees to comply with all of the contract terms and conditions
10 detailed on this contract and exhibits incorporated herein by reference.
11

1 The Program Administrator for North Sound BH-ASO, LLC is:
2

3 Margaret Rojas, Assistant Director
4 North Sound BH-ASO
5 2021 E. College Way, Suite 101
6 Mount Vernon, WA 98273-5462
7 fiscal@nsbhaso.org

8 The Program Administrator for Bridgeways is:
9

10 Michael Hannon, Marketing and Development Manager
11 Bridgeways
12 5801 23rd Drive West, Suite 104
13 Everett, WA 98203
14

15 Changes shall be provided to the other party in writing within 10 business days.
16

17
18 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:
19

20
21 **NORTH SOUND BH-ASO**

BRIDGEWAYS

22
23
24
25
26 _____
27 Margaret Rojas Date
Assistant Director

Andrea Duffield Date
CEO

North Sound Behavioral Health Administrative Services
DOC - CBRA
Cost Reimbursement Budget
Bridgeways

July 1, 2023 to June 30, 2024

Revenues

DOC Rental Assistance	63,172
DOC Program Operations	19,437
DOC Administration	14,578
SABG	25,000
Total	\$ 122,187

Expenses

Rental Assistance	63,172
Operating Expense	19,437
Administration	14,578
Case Management	25,000
Total	\$ 122,187

North Sound Behavioral Health Administrative Services Organization
HARPS
Cost Reimbursement Budget
Bridgeways

July 1, 2023 to June 30, 2024

Revenues

HARPS Housing Subsidies	\$	200,000
HARPS 10% Admin on Subsidies	\$	20,000
SABG Case Management	\$	75,000
GFS	\$	58,558
Total	\$	<u>353,558</u>

Expenses

Housing Subsidies	\$	200,000
Admin on Subsidies	\$	20,000
Case Manager	\$	75,000
Program Expenses	\$	58,558
Total	\$	<u>353,558</u>

Guidelines Changes SFY24

Section	Previous Wording	Changes 05/17/22
2.1.5 Leads Providing Exceptions to Guidelines		CBRA leads may provide exceptions to certain aspects of the CBRA program guidelines as approved by Commerce. Leads must receive written approval from their Commerce Program Manager to approve a specific type of exception request. All exception requests must be processed according to procedures provided by Commerce and any applicable back-up documentation must be kept on file to support the decisions made.
3.1 Priority Population	<p>Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge or who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.</p> <p>Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.</p>	<p>Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge or who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.</p> <p>Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.</p> <p>Upon approval from Commerce, CBRA grantees may set additional local prioritization criteria, based on community need, if the priority population above has been exhausted. Grantees using local prioritization criteria must produce and maintain a prioritization policy that includes a detailed explanation of all priority populations, criteria used to determine an individual is part of priority population, and how they will be prioritized.</p>
3.2.1 NOTE:	*Please note, individuals that would otherwise be eligible for an approved long-term supports program but are not due to citizenship status meet the criteria for Criteria Two.	*Please note, individuals that would otherwise be eligible for an approved long-term supports program but are not due to citizenship status meet the criteria for Criteria Three.
5.3 5.3 Ongoing Program and Staff Development		<p>Commerce highly encourages grantees/subgrantees to participate in ongoing program and staff development opportunities to improve person-centered, culturally competent practices designed to improve the experiences of those facing the greatest impacts of housing instability and homelessness. The following trainings/opportunities are recommended:</p> <ul style="list-style-type: none"> P Crisis intervention P Racial Equity P Cultural competency P LGBTQ+ competency P Introduction to person-centered care P Trauma Informed Care P Mental health First Aid P Training on the SAMHSA Model of Permanent supportive housing P Motivational Interviewing P Supporting survivors of intimate partner violence and child abuse P Supporting special needs populations with co-occurring behavioral health conditions (including IDD, cognitive impairments, and TBIs) P Fair Housing P Housing First P Progressive Engagement and Problem-Solving (Diversion) P Professional boundaries P Trainings on handling secondary or vicarious trauma and professional burnout P Program evaluation and fidelity training <p>In addition, lead/subgrantee staff are highly encouraged to attend the annual Washington State Conference on Ending Homelessness and other professional conferences on behavioral health and housing.</p>

<p>5.3.4 Determining Rent Limit</p>	<p>Grantees may pay rent amounts up to 120 percent of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent that can be paid for a unit of a given size. Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority. Payment of rents in excess of 120 percent of FMR requires prior approval by Commerce.</p>	<p>Grantees determine the amount of rent that can be charged for a unit based on the rent limit or rent reasonableness.</p> <p>5.3.4.1 Rent Limit The rent limit is the maximum rent that can be paid for a unit of a given size which must not exceed 150 percent of HUD's Fair Market Rent (FMR). Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority. Payment of rents in excess of 150 percent of FMR requires prior approval by Commerce.</p> <p>5.3.4.2 Rent Reasonableness Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable, non-luxury units in the private unassisted market. Rent reasonableness is performed by one of the following P Performing a rental market analysis/study in the rental market where the rental is located in. The market analysis/study must be performed, at a minimum, annually and no more than quarterly. P Reviewing comparable units advertised for rent as detailed below When determining rent reasonableness, grantees must consider the following characteristics of the units to ensure they are comparable: location, quality, size, type, amenities, housing services, maintenance, and utilities included in the rent. Though units may have different features, they should be relatively comparable in based on their characteristics and amenities. For example, one rental may be slightly larger but does not include utilities in the rent. The slightly smaller rental with utilities included could be comparable in value and used to determine rent reasonableness. Verification that the rent charged for this units do not exceed rents charged for other comparable units owned (for example, the landlord would document the rents paid in other units).</p> <p>Grantees must document rent reasonableness using the Rent Reasonableness Worksheet and attach all applicable backup documentation. For more information, see HUD's guide at: https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf.</p>
<p>5.3.5 Determining Rent Subsidy</p>	<p>Consistent with HUD housing affordability standards, each household is responsible for contributing no more than 30 percent of their income to the cost of their housing. Documentation of subsidy amount and subsidy determination process must be included in the client file.</p> <p>If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file. Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be included in the client file.</p>	<p>Consistent with HUD housing affordability standards, each household is responsible for contributing no more than 30 percent of their income to the cost of their housing . Documentation of subsidy amount and subsidy determination process must be included in the client file.</p> <p>If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file. Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be included in the client file.</p>

<p>5.3.6.3 Habitability Complaint Procedure</p>	<p>Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility. Households must be informed at the time of move-in or, if they are already living in the unit, at the time of program enrollment.</p> <p>Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act (RCW 59.18). Landlords must be informed prior to participant move-in, or, if they are already living in the unit, at the time of program enrollment.</p> <p>Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:</p> <ul style="list-style-type: none"> ☑ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution. ☑ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act (RCW 59.18). 	<p>Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.</p> <p>Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act (RCW 59.18).</p> <p>Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:</p> <ul style="list-style-type: none"> ☑ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution. ☑ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act (RCW 59.18)
<p>5.5.2 Termination and Denial of Service Policy</p>	<p>Grantees must have a termination and denial policy.</p> <p>This policy must:</p> <ul style="list-style-type: none"> ☑ Describe the reasons a household would be denied subsidies and/or terminated from program participation. ☑ Describe the notification process. ☑ Ensure households are made aware of the grievance procedure. 	<p>Grantees must have a termination and denial policy.</p> <p>This policy must:</p> <ul style="list-style-type: none"> ☑ Include the following reasons a household could be denied subsidies and/or terminated from program participation. <p>Denial Reasons:</p> <ul style="list-style-type: none"> • Does not meet CBRA eligibility requirements • A lack of availability or funding needed to admit a new client onto the CBRA program. Applicants will be notified of their option to be placed on the waitlist <p>Termination Reasons:</p> <ul style="list-style-type: none"> • A confirmed permanent or long-term absence from their unit • Relocate to a service area agency does not provide CBRA subsidy • Is no longer eligible at recertification* • Requests that subsidies are terminated • Harmful behaviors that jeopardize the safety of staff or others after all appropriate efforts have been made by staff to resolve the issues. Efforts must be documented and should be reviewed with the lead grantee prior to termination • Evidence to fraud or attempts to fraud have been confirmed <p>☑ Describe the notification process.</p> <p>☑ Ensure households are made aware of the grievance and termination procedure.</p> <p>☑ Describe the rights of the participant to appeal grievance and termination decisions including contact information and timeframes appeals must be submitted.</p> <p>* see section 3.3.2 Ineligible at Recertification on 6 month additional subsidy</p>
<p>7.1</p>	<p>Policies and Procedures</p> <ul style="list-style-type: none"> ☑ Subcontracting policies and procedures (section 2.1.4) ☑ Referral policies and procedures (section 5.1) ☑ Habitability Complaint Procedure (section 5.3.6.3) ☑ Grievance Procedure (section 5.5.1) ☑ Termination or Denial of Service Policy (section 5.5.2) 	<p>Policies and Procedures</p> <ul style="list-style-type: none"> ☑ Subcontracting policies and procedures (section 2.1.4) ☑ Referral policies and procedures (section 5.1) ☑ Habitability Complaint Procedure (section 5.3.6.3) ☑ Grievance Procedure (section 5.5.1) ☑ Termination or Denial of Service Policy (section 5.5.2) ☑ Prioritization Policy, if applicable (section 3.1)

7.2 Appendix B: Client File Information and Documentation		Added in Other Recommended Forms: Rent Reasonableness Worksheet (Section 5.3.4.2) Move in/Move out condition report (section 6)
7.4.2 Prioritization Requirements	Grantees must prioritize those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds.	Grantees must prioritize those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds within the past 12 months.
7.4.4 Instituting Performance Requirements: The Process		Updates to the timeline and the historical process.



EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: Bridgeways

CONTRACT: NORTH SOUND BH-ASO-BRIDGEWAYS-CBRA 23

CONTRACT PERIOD: 7/1/2023 – 6/30/2024

Identification of Deliverables

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

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11
Ownership and Control Disclosure Form	Annual	Annually on January 31 st , or more frequently when changes occur	Not applicable
CBRA Program Update	As requested	As requested by ASO staff	Not applicable

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
HARPS Participant Monthly Log	Monthly	10 th of the month following the month being reported	Chapter 19; Section 19.7



HARPS SUBSIDY STATEMENT OF WORK

1. Contractor may provide up to \$200,000 in subsidies for individuals with Serious Mental Illness (SMI). Contractor will notify North Sound Contract Manager if quarterly subsidies provided are significantly under or over the estimated figures.

- a. Contractor will prioritize quarterly subsidy funds to serve individuals with SMI.
- b. Estimated Subsidy per Individual. HARPS Bridge subsidies are estimated at \$2,500 per person.

This estimation was developed for budget purposes only and regions may adjust as needed to meet Fair Market Rental Housing rates as long as the contractor stays within contracted amount.

2. Subsidy Time Criteria

- c. HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist individuals in obtaining and maintaining a permanent residence.
- d. HARPS teams are encouraged to work with Department of Commerce and the long-term housing subsidies available through the Community Behavioral Health Rental Assistance (CBRA) program.
- e. Individuals exiting detox, 30, 60, and 90-day inpatient substance use disorder treatment facilities, residential treatment facilities, state hospitals, E&T's, local psychiatric hospitals and other inpatient behavioral healthcare settings could receive up to 3 months of housing 'bridge' subsidy.

3. Allowable Expenses

- f. Monthly rent and utilities, and any combination of first and last months' rent for up to three (3) months. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
- g. Rental and/or utility arrears for up to three months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit. The HARPS bridge subsidy may be used to bring the program participant out of default for the debt and the HARPS Peer Specialist will assist the participant to make payment arrangements to pay off the remaining balances.

- h. Security deposits and utility deposits for a household moving into a new unit.
- i. HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project- or tenant- based housing.
- j. Application fees, background and credit check fees for rental housing.
- k. Lot rent for RV or manufactured home.
- l. Costs of parking spaces when connected to a unit.
- m. Landlord incentives (provided there are written policies and/or procedures explaining what constitutes landlord incentives, how they are determined, and who has approval and review responsibilities).
- n. Reasonable storage costs.
- o. Reasonable moving costs such as truck rental and hiring a moving company.
- p. Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
- q. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days or re-hospitalized), HARPS may pay for the households rent for up to 60 days. While a household is temporarily absent, he or she may continue to receive HARPS services.
- r. Rental payments to Oxford houses or Recovery Residences on the Recovery Residence Registry located at <https://hca-tableau.watech.wa.gov/t/51/views/ResidenceOxfordHousesLocations/Dashboard?:isGuestRedirectFromVizportal=y &:embed=y>.

4. HARPS Subsidy Log

Contractor will complete the HARPS Participant Monthly Log and send to deliverables@nsbhaso.org by the 10th of the month following the month being reported. The HARPS Participant Monthly Log report can be found on the North Sound BH-ASO website at https://www.nsbhaso.org/providers/forms/HARPS_Log_new_2.xlsx



North Sound BH-ASO

2021 E. College Way, Suite 101, Mt. Vernon, WA 98273

Phone: (360) 416-7013 Fax: (360) 899-4754

www.nsbhaso.org

Exhibit G: Federal Award Identification for MHBG Grants

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM086035
3.	Federal Award Date	06/16/2022
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6.	Contact Information for North Sound BH-ASOI	Margaret Rojas, Assistant Director North Sound BH-ASO Margaret.Rojas@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Bridgeways
8.	Subrecipient's Unique Entity Identifier (UEI)	RDLGHEWVRT3
9.	Subaward Project Description	Housing and Recovery through Peer Services (HARPS)
10.	Primary Place of Performance	98203
11.	Subaward Period of Performance	July 1, 2023 – June 30, 2024
12.	Amount of Federal Funds Obligated by this Action	\$200,000
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$200,000
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)