

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

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

WITH

ASIAN COUNSELING TREATMENT SERVICES (ACTS)

CONTRACT #NS BH-ASO-ACTS-ICN-26

Contract Effective January 1, 2026

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1 EXHIBITS

2

3 **Incorporation of Exhibits**

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

8

9 **Incorporation of Exhibits**

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

14

15 Exhibit A – Schedule of Services

16

17 Exhibit B – Compensation Schedule [Compensation Schedule | North Sound BH-ASO](#)

18

19 Exhibit C – Supplemental Provider Service Guide [Supplemental Provider Service Guide | North Sound](#)
20 [BH-ASO \(nsbhaso.org\)](#)

21

22 Exhibit D - Provider Deliverables

23

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

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

CONTRACT (the “Contract”), pursuant to Revised Code of Washington (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, 2021 E College Way, Ste. 101, Mount Vernon, WA 98273 and ASIAN COUNSELING TREATMENT SERVICES, (Provider), a Washington Behavioral Health Agency, 4629 168th Street, Suite E, Lynnwood, WA 98037.

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I. RECITALS

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

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

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.

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

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

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

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

3
4 **WHEREAS**, the parties to this Contract desire to promote the continuity of care for individuals,
5 avoid service disruption, ensure the provision of behavioral health services and strengthen the
6 regional 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 Code of Federal Regulations (CFR) Parts 160 and
11 164, 42 CFR Part 2); now, therefore,

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

14
15 **II. CONTRACT**

16
17 The effective date of this Contract is January 1, 2026.

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

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

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

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

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

36
37 **WHEREAS**, North Sound BH-ASO will receive payment from Managed Care Organizations (MCO)
38 and will facilitate payment to Provider for Crisis Services under the terms of this agreement; and

39
40 **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter
41 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 terms shall have the meanings set forth below.

3 **1.1 AGREEMENT**

4 The Contract for participation in the North Sound ICN entered into between North Sound
5 BH-ASO and Provider, including all attachments and incorporated documents or materials,
6 including this North Sound ICCN Provider Base Contract.
7

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

9 BH-ASO means an entity selected by the Health Care Authority (HCA) to administer
10 behavioral health programs, including crisis services and in-home stabilization for
11 Individuals in a defined regional service area. The BH-ASO administers crisis services
12 for all individuals in its defined regional service area, regardless of an Individual's
13 ability to pay, including Medicaid eligible members.
14

15 **1.3 CERTIFIED PEER COUNSELOR**

16 Certified Peer Counselor (CPC) means a person who meets certification requirements as
17 set forth in WAC 182-115-0200 to engage in the practice of Peer Support Services until
18 December 31, 2026.
19

20 **1.4 CONDITIONAL RELEASE**

21 Conditional Release (CR) means if a treating Facility determines that an Individual
22 committed to an inpatient treatment Facility can be appropriately treated by outpatient
23 treatment in the community prior to the end of the commitment period, the Individual
24 may be discharged under a CR. A CR differs from a less restrictive order in that the CR is
25 filed with the court, as opposed to being ordered by the court. The length of the CR is the
26 amount of time that remains on the current inpatient commitment order.
27

28 **1.5 CRISIS SERVICES (BEHAVIORAL HEALTH)**

29 Crisis Services (Behavioral Health) also referred to as “Crisis Intervention Services” means
30 screening, evaluation, assessment, and clinical intervention are provided to all Individuals
31 experiencing a Behavioral Health crisis. A Behavioral Health crisis is defined as a significant
32 change in behavior in which instability increases, and/or risk of harm to self or others
33 increases. The reasons for this change could be external or internal to the Individual. If the
34 crisis is not addressed in a timely manner, it could lead to significant negative outcomes or
35 harm to the Individual or others. Crisis services are available on a 24-hour basis, 365 days a
36 year. Crisis Services are intended to stabilize the person in crisis, prevent further
37 deterioration, and provide immediate treatment and intervention, de-escalation, and
38 coordination/referral efforts with health, social, and other services and supports as
39 needed to affect symptom reduction, harm reduction, and/or to safely transition
40 Individuals in acute crisis to the appropriate environment for continued stabilization. Crisis
41 intervention should take place in a location best suited to meet the needs of the Individual

1 and in the least restrictive environment available. Crisis Services may be provided prior to
2 completion of an intake evaluation.

3
4 **1.6 CRITICAL INCIDENT**

5 A situation or occurrence that places an individual at risk for potential harm or causes
6 harm to an individual. Examples include homicide (attempted or completed), suicide
7 (attempted or completed), the unexpected death of an individual, or the abuse, neglect,
8 or exploitation of an individual by an employee or volunteer.

9
10 **1.7 CULTURAL HUMILITY**

11 Cultural Humility means the continuous application in professional practice of self-
12 reflection and self-critique, learning from patients, and partnership building, with an
13 awareness of the limited ability to understand the patient’s worldview, culture(s), and
14 communities.

15
16 **1.8 CULTURALLY APPROPRIATE CARE**

17 Culturally Appropriate Care means the practice of being sensitive to a person’s cultural
18 identity or heritage. Health care services are provided with Cultural Humility and an
19 understanding of the patient’s culture and community and informed by Historical Trauma
20 and the resulting cycle of Adverse Childhood Experiences (ACEs).

21
22 **1.9 DESIGNATED CRISIS RESPONDER**

23 Designated Crisis Responder (DCR) means a Mental Health Professional appointed by
24 county, by an entity appointed by the county, or by HCA in consultation with a Tribe or
25 after meeting and conferring with an Indian health Care Provider, to perform the duties
26 specified in chapter 71.05 RCW.

27
28 **1.10 EMERGENT CARE**

29 Emergent Care means services that, if not provided, would likely result in the need for
30 crisis intervention or hospital evaluation due to concerns of potential danger to self,
31 others, or grave disability according to RCW 71.05.153. Crisis response shall occur within
32 two hours from referral.

33
34 **1.11 FIRST RESPONDERS**

35 First Responder means persons with specialized training who are among the first to arrive
36 and provide assistance at the scene of an emergency. First responders typically include
37 law enforcement officers, firefighters, medical and hospital emergency rooms, and 911
38 call centers.

39
40 **1.12 GENERAL FUND STATE/FEDERAL BLOCK GRANTS (GFS/FBG)**

41 General Fund State/Federal Block Grants (GFS/FBGs) means the services provided by the
42 Provider under this Contract and funded by FBG or GFS.

43

1 **1.13 HEALTHCARE AUTHORITY (HCA)**

2 “Health Care Authority (HCA)” means the Washington State Health Care Authority, any
3 division, Section, office, unit, or other entity of HCA or any of the officers or other officials
4 lawfully representing HCA.
5

6 **1.14 HEALTH PLAN**

7 A plan that undertakes to arrange for the provision of health care services to subscribers
8 or enrollees, or to pay for or to reimburse for any part of the cost for those services, in
9 return for a prepaid or periodic charge paid for by or on behalf of subscribers or enrollees.
10

11 **1.15 INDIVIDUAL**

12 Individual means any person in the Regional Service Area (RSA) regardless of income,
13 ability to pay, insurance status or county of residence. With respect to non-Crisis Services,
14 "Individual" means a person who has applied for, is eligible for, or who has received
15 General Fund – State/Federal Block Grant (GFS/FBG) services through this contract.
16

17 **1.16 INVOLUNTARY TREATMENT ACT (ITA)**

18 Involuntary Treatment Act (ITA) are state laws that allow for individuals to be committed
19 by court order to a Facility for a limited period of time. Involuntary civil commitments are
20 meant to provide for the evaluation and treatment of individuals with a behavioral health
21 disorder and who may be either gravely disabled or pose a danger to themselves or
22 others, and who refuse or are unable to enter treatment on their own. An initial
23 commitment may last up to one hundred twenty (120) hours, but, if necessary, individuals
24 can be committed for additional periods of fourteen (14), ninety (90), and one hundred
25 eighty (180) calendar days of inpatient involuntary treatment or outpatient involuntary
26 treatment (RCW 71.05.180, RCW 71.05.230 and RCW 71.05.290).
27

28 **1.17 LESS RESTRICTIVE ALTERNATIVE (LRA) TREATMENT ORDER**

29 Less Restrictive Alternative (LRA) Treatment Order means if a court determines that an
30 Individual committed to an inpatient Facility meets criteria for further treatment but finds
31 that treatment in a less restrictive setting is a more appropriate placement and is in the
32 best interest of the Individual or others, an LRA order may be issued. The LRA order
33 remands the Individual to outpatient treatment by a Behavioral Health service provider in
34 the community who is responsible for monitoring and providing LRA treatment. The
35 Individual must receive at least a minimum set of services and follow the conditions
36 outlined in the LRA order. The length of an LRA order is usually 90 or 180 days but in
37 certain cases can be for up to one year. (RCW 71.05.320). An LRA order may be extended
38 by a court.
39

40 **1.18 MANAGED CARE ORGANIZATION (MCO)**

41 MCO means an organization having a certificate of authority or certificate of registration
42 from the Washington State Office of Insurance Commissioner that contracts with HCA
43 under a comprehensive risk contract to provide prepaid health care services to eligible
44 HCA Enrollees under HCA managed care programs.

1
2 **1.19 MEDICALLY NECESSARY SERVICE/MEDICAL NECESSITY**

3 Medically Necessary Services means a requested service which is reasonably calculated to
4 prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the
5 individual that endanger life, or cause suffering of pain, or result in an illness or infirmity,
6 or threaten to cause or aggravate a handicap, or cause physical deformity, or malfunction.
7 There is no other equally effective, more conservative, or substantially less costly course
8 of treatment available or suitable for the individual requesting the service. For the
9 purpose of this section, "course of treatment" may include mere observation or, where
10 appropriate, no medical treatment at all Washington Administrative Code (WAC) 182-500-
11 0070.

12
13 **1.20 MEMBER**

14 An individual that is eligible to receive crisis and/or FBG services and is assigned to an
15 MCO.

16
17 **1.21 MENTAL HEALTH ADVANCE DIRECTIVE**

18 Mental Health Advance Directive means a written document in which the Individual makes
19 a declaration of instructions, or preferences, or appoints an agent to make decisions on
20 behalf of the Individual regarding the Individual's mental health treatment that is
21 consistent with Chapter 71.32 RCW.

22
23 **1.22 MENTAL HEALTH BLOCK GRANT (MHBG)**

24 MHBG means those funds granted by the Secretary of the United States Department of
25 Health and Human Services (HHS), through the Center for Mental Health Services (CMHS),
26 Substance Abuse and Mental Health Services Administration (SAMHSA), to states to
27 establish or expand an organized community-based system for providing mental health
28 services for adults with Serious Mental Illness (SMI) and children who are seriously
29 emotionally disturbed (SED).

30
31 **1.23 MENTAL HEALTH CARE PROVIDER**

32 Mental Health Care Provider means an individual working in a Behavioral Health Agency,
33 under the supervision of a Mental Health Professional, who has primary responsibility for
34 implementing an individualized plan for mental health rehabilitation services. To provide
35 services as a Mental Health Care Provider, this person must be a registered agency
36 affiliated counselor and have a minimum of one year education or experience in mental
37 health or related field.

38
39 **1.24 NORTH SOUND INTEGRATED CRISIS CARE NETWORK (North Sound ICCN)**

40 Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically
41 integrated crisis behavioral health network that will provide behavioral health services in
42 the North Sound RSA. North Sound ICCN is a reference to the network of behavioral
43 health providers contracted with the North Sound BH-ASO, and neither this Agreement

1 nor any other understanding among participants is intended to create a separate legal
2 entity.

3
4 **1.25 PARTICIPATING PROVIDER**

5 Participating Provider means a person, Health Care Provider, practitioner, or entity, acting
6 within their scope of practice and licensure, with a written agreement with the Contractor
7 to provide services to Individuals under the terms of this Contract.

8
9 **1.26 PAYOR**

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

13
14 **1.27 PEER BRIDGER**

15 Peer Bridger means a trained Peer Support specialist who offers Peer Support services to
16 participants in state hospitals and inpatient mental health facilities prior to discharge and
17 after their return to their communities. The Peer Bridger must be an employee of a
18 behavioral health agency licensed by the Washington State Department of Health (DOH)
19 that provides Recovery services.

20
21 **1.28 PROVIDER**

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

26
27 **1.29 SECURE WITHDRAWAL MANAGEMENT FACILITY (SWMF)**

28 Secure Withdrawal Management Facility (SWMF) means a facility operated by either a
29 public or private agency as defined in RCW 71.05.020 that provides evaluation and
30 treatment to individuals detained for Substance Use Disorder (SUD) ITA. This service does
31 not include cost of room and board.

32
33 **1.30 STABILIZATION SERVICES**

34 "Stabilization Services" (also referred to as Crisis Stabilization) means services provided to
35 Individuals who are experiencing a Behavioral Health crisis. This service includes follow-up
36 after a crisis intervention. These services are to be provided in the Individual's own home,
37 or another home-like setting, or a setting which provides safety for the Individual and the
38 Mental Health Professional. Stabilization services may include short-term assistance with
39 life skills training and understanding medication effects. It may also include providing
40 services to the Individual's natural and community supports, as determined by a Mental
41 Health Professional, for the benefit of supporting the Individual who experienced the
42 crisis. Stabilization services may be provided prior to an intake evaluation for Behavioral
43 Health services. Stabilization services may be provided by a team of professionals, as
44 deemed appropriate and under the supervision of a Mental Health Professional.

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1.31 STABILIZATION/TRIAGE SERVICES

Stabilization/Triage Services means services provided in a facility licensed by DOH and certified by DBHR as either Crisis Stabilization Units or Crisis Triage Facilities.

1.32 SUBSTANCE Prevention, Treatment, and Recovery Services (SUPTRS)

“Substance Use Prevention, Treatment, and Recovery Services (SUPTRS)” means the federal Substance Use Prevention, Treatment, and Recovery Services block grant program authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act.

1.33 URGENT BEHAVIORAL HEALTH SITUATION

Urgent Behavioral Health Situation” means a behavioral health condition that requires attention and assessment within 24-hours, but which does not place the Individual in immediate danger to self or others and the Individual is able to cooperate with treatment.

1 **ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS**

2
3 This Agreement, North Sound BH-ASO’s Supplemental Provider Service Guide (SPSG), 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 network for the GFS/FBG and
11 Legislative Proviso services specified in this Contract. Provider agrees that its practice
12 information may be used in North Sound BH-ASO, MCO, and HCA provider directories,
13 promotional materials, advertising and other informational material made available to the
14 public. Such practice information includes, but is not limited to, name, address, telephone
15 number, hours of operation and type of services. Provider shall promptly notify North
16 Sound BH-ASO within 30 days of any changes in this information.
17

18 **2.2 STANDARDS FOR PROVISION OF CARE**

19
20 **2.2.1 Provision of Integrated Services**

21 Provider shall provide services to individuals, within the scope of Provider’s
22 business and practice. Such services shall be provided in accordance with this
23 Agreement; North Sound BH-ASO SPSG; HCA standards; North Sound BH-ASO
24 Policies and Procedures (P&P); the terms, conditions and eligibility outlined in
25 Contract Exhibits; and the requirements of any applicable government sponsored
26 program.

27 **2.2.2 Standard of Care**

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

33 **2.2.3 Facilities, Equipment and Personnel**

34 Provider’s facilities, equipment, personnel and administrative services shall be
35 maintained at a level and quality appropriate to perform Provider’s duties and
36 responsibilities under this Agreement and to meet all applicable legal and BH-
37 ASO contractual requirements, including the accessibility requirements of the
38 Americans with Disabilities Act.
39

1 2.2.4 **Assignments**

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

4 2.2.5 **Capacity**

5 Provider shall ensure availability of services for each of the service populations
6 for which it is licensed and/or certified by the Department of Health (DOH).

7 2.2.6 **Subcontract Arrangements**

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

14 2.2.7 **Availability of Services**

15 Provider shall make arrangements to ensure the availability of services to
16 individuals on a 24-hours a day, 7 days a week basis, including arrangement to
17 ensure coverage of individual visits after hours when required by North Sound
18 BH-ASO Supplemental Provider Service Guide. Provider shall meet the applicable
19 standards for timely access to care and services, taking into account the urgency
20 of the need for the services.

21
22 2.3 **TREATMENT ALTERNATIVES**

23 Providers shall in all instances obtain informed consent prior to treatment. Without
24 regard to Medicaid Benefit Plan limitations or cost, the Provider shall communicate freely
25 and openly with individuals about their health status, and treatment alternatives
26 (including medication treatment options); about their rights to participate in treatment
27 decisions (including refusing treatment); and providing them with relevant information to
28 assist them in making informed decisions about their health care.

29
30 2.4 **PROMOTIONAL ACTIVITIES**

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

36
37 2.5 **LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

38 Provider shall hold all necessary licenses, certifications, and permits required by law for
39 the performance of services to be provided under this Agreement. Provider shall maintain
40 its licensure and applicable certifications in good standing, free of disciplinary action, and
41 in unrestricted status throughout the term of this Agreement. Provider’s loss or
42 suspension of licensure or other applicable certifications, or its exclusion from any
43 federally funded health care program, including Medicare and Medicaid, may constitute
44 cause for immediate termination of this Agreement. Provider warrants and represents

1 that each employee and subcontractor, who is subject to professional licensing
2 requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure
3 each employee and subcontractor have and maintains in good standing for the term of
4 this Agreement the licenses, permits, registrations, certifications, and any other
5 governmental authorizations to provide such services.
6

7 **2.6 INDEPENDENT MEDICAL/CLINICAL JUDGEMENT**

8 Provider shall exercise independent medical/clinical judgment and control over its
9 professional services. Nothing herein shall give North Sound BH-ASO, MCO, or HCA
10 authority over Provider’s medical judgment or direct the means by which they practice
11 within the scope of their licensed, certified, and/or registered practice. Provider retains
12 sole responsibility for its relationship with each individual it treats, and for the quality of
13 behavioral health care services provided to its individuals. Provider is solely responsible to
14 each of its individuals for care provided.
15

16 **2.7 NON-DISCRIMINATION**

17
18 **2.7.1 Enrollment.**

19 Provider shall not differentiate or discriminate in providing services to individuals
20 because of race, color, religion, national origin, ancestry, age, marital status,
21 gender identity, sexual orientation, physical, sensory or mental handicap,
22 socioeconomic status, or participation in publicly financed programs of health
23 care services. Provider shall render services to individuals in the same location,
24 in the same manner, in accordance with the same standards, and within the
25 same time availability regardless of payor.

26 **2.7.2 Employment.**

27 Provider shall not differentiate or discriminate against any employee or applicant
28 for employment, with respect to their hire, tenure, terms, conditions or
29 privileges of employment, or any matter directly or indirectly related to
30 employment, because of race, color, religion, national origin, ancestry, age,
31 height, weight, marital status, gender identity, physical, sensory or mental
32 disability unrelated to the individual’s ability to perform the duties of the
33 particular job or position.
34

35 **2.8 DATA INFORMATION SYSTEM REQUIREMENTS**

36
37 **2.8.1 Provider shall:**

38
39 **2.8.1.1** Have a Health Information System (HIS) that complies with the
40 requirements of 42 CFR Part 438.242 and can report complete and
41 accurate data to North Sound BH-ASO as specified in the North Sound
42 BH-ASO P&P;

43 **2.8.1.2** Remedy all data errors within 30 days of receipt of an error report
44 from the North Sound BH-ASO IS;

- 1 2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error
- 2 reports have been addressed;
- 3 2.8.1.4 Maintain up to date individual contact information in the HIS; and
- 4 2.8.1.5 Maintain a written Business Continuity and Disaster Recovery Plan
- 5 (BCDRP) with an identified update process (at least annually) that
- 6 ensures timely restoration of the HIS following total or substantial loss
- 7 of system functionality. A copy of the plan submitted by the Provider
- 8 through the credentialing process shall be made available upon
- 9 request for review and audit by North Sound BH-ASO.

10

11 **2.9 REPORT DELIVERABLE TEMPLATES**

12 Templates for all reports that the Provider is required to submit to North Sound BH-ASO

13 are hereby incorporated in Exhibit D of this Contract. North Sound BH-ASO may update

14 the templates from time to time, and any such updated templates will also be

15 incorporated by reference into this Contract. The report templates are located at:

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

17

18 **2.10 CARE COORDINATION**

19

20 **2.10.1 Coordinate medical services.**

21 Provider shall coordinate all services for eligible individuals, including but not

22 limited to medical services, behavioral health services and services associated

23 with the social determinants of health as needed, or as identified by North Sound

24 BH-ASO.

25 **2.10.2 Provision of data and information for purposes of care coordination.**

26 Provider shall cooperate with, participate in, and provide information and data in

27 accordance to HIPAA, to support North Sound BH-ASO’s care coordination

28 activities and to meet HCA care coordination obligations.

29

30 **2.11 BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS**

31 If Provider provides Behavioral Health Services, Provider shall utilize the Global Appraisal

32 of Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the

33 quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-

34 occurring disorder (COD), Provider shall consider this information in the development of

35 the individual’s treatment plan, including appropriate referrals. In addition, Provider shall

36 implement, and maintain throughout the term of this Agreement, the Integrated COD

37 Screening and Assessment process, including training for applicable staff. If Provider fails

38 to implement or maintain this process, upon request of North Sound BH-ASO, Provider

39 shall provide a corrective action plan designed to ensure compliance with the

40 requirements of this Section. Such plan shall allow for monitoring of compliance by North

41 Sound BH-ASO.

42

43

1 2.12 **RECORDKEEPING AND CONFIDENTIALITY**

2
3 2.12.1 **Maintaining Individual Medical Record**

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

12 2.12.2 **Confidentiality of Individual Health Information**

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

23 2.12.3 **Health Information System**

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

33 2.12.4 **Delivery of Individual Care Information and Individual Access to Health
34 Information**

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

40 2.12.5 **Federal Drug and Alcohol Confidentiality Laws**

41 Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a Part 2
42 program, as defined under 42 CFR §2.11, Provider shall obtain a signed
43 written consent that complies with the requirements of 42 CFR Part 2 from
44 each individual, prior to disclosing the individual’s Patient Identifying

1 Information to a MCO or HCA. For the purposes of this section, "Patient
2 Identifying Information" shall have the same meaning as under 42 CFR §2.11.
3 Such consent shall explicitly name the MCO and/or HCA as an authorized
4 recipient of the individual's Patient Identifying Information. Provider shall
5 maintain copies of each individual's consent form in accordance with federal
6 law. North Sound BH-ASO reserves the right to audit Provider's records to
7 ensure compliance with this Section.
8

9 **2.13 INDIVIDUAL'S COPAYMENTS, COINSURANCE AND DEDUCTIBLES**

10
11 **2.13.1 Third-Party Payment**

12 The Provider shall have a written policy regarding third-party payments that
13 complies with provisions of North Sound BH-ASO's P&P's. The policy shall
14 explain the process in place to pursue, in accordance with reasonable
15 collection practices, third-party payments for individuals who are covered by
16 other benefit plans and private pay. The Provider shall document its
17 collections of third-party payments.

18 **2.13.2 Medicaid enrollment**

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

23 **2.13.3 Individual financial obligation**

24 The Provider shall provide notice to individuals of their personal financial
25 obligations for non-covered services, and may bill individuals for non-covered
26 services only if the Provider has:

27
28 2.13.3.1 Provided the individual with a full written disclosure of Provider's
29 intent to directly bill the individual for non-covered services
30 (including a clear statement the North Sound BH-ASO and/or the
31 individual's assigned MCO is not financially obligated or otherwise
32 liable to cover or provide any reimbursement, compensation, or
33 other payment related to such non-covered services); and

34 2.13.3.2 Obtained a written acknowledgement and acceptance of financial
35 responsibility from the individual at the time of denial and prior to
36 services being delivered.
37

38 **2.14 CLIENT HOLD HARMLESS**

39
40 2.14.1 Provider hereby agrees that in no event, including, but not limited to
41 nonpayment by North Sound BH-ASO, North Sound BH-ASO insolvency, or
42 breach of this contract will Provider bill, charge, collect a deposit from, seek
43 compensation, remuneration, or reimbursement from, or have any recourse
44 against a client or person acting on their behalf, other than North Sound BH-

1 ASO, for services provided pursuant to this Contract. This provision does not
2 prohibit collection of deductibles, copayments, coinsurance and/or payment
3 for noncovered services, which have not otherwise been paid by a primary or
4 secondary issuer in accordance with regulatory standards for coordination of
5 benefits, from individuals in accordance with the terms of the individual's
6 health plan.

7 2.14.2 If applicable, Provider agrees in the event of North Sound BH-ASO insolvency,
8 to continue to provide the services promised in this Contract to clients of
9 North Sound BH-ASO for the duration of the period for which premiums on
10 behalf of the individuals were paid to North Sound BH-ASO or until the
11 individual's discharge from inpatient facilities, whichever time is greater.

12 2.14.3 Notwithstanding any other provision of this Contract, nothing in this contract
13 shall be construed to modify the rights and benefits contained in an
14 Individual's health plan.

15 2.14.4 Provider may not bill individuals for crisis services where North Sound BH-ASO
16 denies payments because the Provider has failed to comply with the terms or
17 conditions of this Contract.

18 2.14.5 Provider further agrees (i) the provisions of this subsection 2.14 shall survive
19 termination of this contract regardless of the cause giving rise to termination
20 and shall be construed to be for the benefit of North Sound BH-ASO
21 individuals, and (ii) this provision supersedes any oral or written contrary
22 agreement now existing or hereafter entered into between Provider and
23 individuals or persons acting on their behalf.

24 2.14.6 If Provider contracts with other providers or facilities who agree to provide
25 crisis services to individuals of North Sound BH-ASO with the expectation of
26 receiving payment directly or indirectly from North Sound BH-ASO, such
27 providers or facilities must agree to abide by the provisions of this subsection
28 2.14.

29
30 Willfully collecting or attempting to collect an amount from an individual knowing that
31 collection to be in violation of the participating provider or facility contract constitutes a class
32 C felony under RCW 48.80.030.

33 34 2.15 PROGRAM PARTICIPATION

35 36 2.15.1 Participation in Grievance Program

37 Provider shall implement a Grievance Program that complies with WAC 182-
38 538C110 or its successors and shall participate in North Sound BH-ASO's
39 Grievance Program and cooperate in identifying, processing, and promptly
40 resolving all individual complaints, grievances, or inquiries.

41 2.15.2 Participation in Quality Improvement Program

42

1 2.15.2.1 Provider shall develop and implement a quality management plan
2 to improve the quality of care received.

3 2.15.2.2 Provider when requested shall cooperate and participate in the
4 North Sound BH-ASO Quality Assessment and Performance
5 Improvement activities identified by North Sound BH-ASO and/or
6 HCA.
7

8 **2.16 NOTICES**
9

10 **2.16.1 Critical Incident Reporting**

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

35 **2.16.2 Notice of sites/services change**

36 Provider shall, prior to making a public announcement of any site or service
37 changes, notify North Sound BH-ASO in writing and receive approval at least:
38

39 2.16.2.1 120 days prior to closing a Provider site or opening any additional
40 site(s) providing services under this Agreement.

41 2.16.2.2 30 days prior to any Provider change that would significantly
42 affect the delivery of or payment for services provided, including
43 changes in tax identification numbers, billing addresses, or
44 practice locations.

- 1 2.16.2.3 If Provider discontinues services or closes a site in less than 30
2 days, Provider shall notify North Sound BH-ASO as soon as
3 possible and prior to making a public announcement.
- 4 2.16.2.4 Provider shall notify North Sound BH-ASO of any other changes in
5 capacity that result in the Provider being unable to meet any
6 requirements of this Agreement. Events that affect capacity,
7 include but are not limited to: a decrease in the number,
8 frequency, or type of a required service to be provided; employee
9 strike or other work stoppage related to union activities; or any
10 changes that result in Provider being unable to provide timely,
11 medically necessary services.
- 12 2.16.2.5 If any of the above events occurs, Provider shall submit a plan to
13 North Sound BH-ASO and, if requested, shall meet with North
14 Sound BH-ASO to review the plan at least 30 business days prior to
15 the event. The plan should include the following:
- 16 2.16.2.5.1 Notification of service/site change;
 - 17 2.16.2.5.2 Individual notification and communication plan;
 - 18 2.16.2.5.3 Plan for provision of uninterrupted services by
19 individual; and
 - 20 2.16.2.5.4 Any information that will be released to the media.

21
22
23 **2.16.3 Termination of Services**

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

27
28 **2.16.4 Reporting Fraud**

29 Provider shall comply with RCW 48.135 concerning Insurance Fraud
30 Reporting and shall notify North Sound BH-ASO Compliance Department of all
31 incidents or occasions of suspected fraud, waste, or abuse involving Services
32 provided to an individual. Provider shall report a suspected incident of fraud,
33 waste or abuse, including a credible allegation of fraud, within five (5)
34 business days of the date Provider first becomes aware of, or is on notice of,
35 such activity. The obligation to report suspected fraud, waste, or abuse shall
36 apply if the suspected conduct was perpetrated by Provider, Provider's
37 employee, agent, subcontractor, or individual. Provider shall establish P&P's
38 for identifying, investigating, and taking appropriate corrective action against
39 suspected fraud, waste, or abuse. Detailed information provided to
40 employees and subcontractors regarding fraud and abuse P&P's and the false
41 Claims Act and the Washington false claims statutes RCW Chapter 74.66 and
42 74.09.210. Upon request by North Sound BH-ASO, and/or HCA, Provider shall
43 confer with the appropriate State agency prior to or during any investigation
44 into suspected fraud, waste, or abuse.

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2.17 PARTICIPATION IN CREDENTIALING

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

2.18 PROVIDER TRAINING AND EDUCATION

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

2.18.1 Exception to required training

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

2.18.2 Safety and violence-prevention training

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

2.18.3 Cultural humility training

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

2.18.4 Health Education/Training

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

2.18.5 Provider Non-Solicitation

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

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

2 **3.1 ADMINISTRATIVE SUPPORT**

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

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

21

22 **3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE**

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

26

27 **3.3 COLLECTION OF SERVICE ENCOUNTERS**

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

30

31 **3.4 PAYMENT**

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

- 35
- 36 3.4.1 North Sound BH-ASO shall provide reasonable notice of not less than 60 days of
37 changes that affect Provider’s compensation or the delivery of health care services.
- 38

39 **3.5 SUBMISSION OF CLAIMS**

40 If Provider submits claims for Services rendered under this Contract, the following
41 requirements shall apply:
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3.5.1 Clean Claims Standards

Except as agreed to by the parties on a claim-by-claim basis, North Sound BH-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) 99% 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.

1 **ARTICLE FOUR - TERM AND TERMINATION**

2 **4.1 TERM**

3 This Agreement is effective on January 1, 2026, 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 than
7 180 days prior to the end of the current term.

8
9 **4.2 TERMINATION WITHOUT CAUSE**

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

12
13 **4.3 TERMINATION WITH CAUSE**

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

21
22 **4.4 IMMEDIATE TERMINATION**

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

33
34 **4.5 TERMINATION DUE TO CHANGE IN FUNDING**

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

38
39 **4.5.1 TERMINATION PROCEDURE**

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

- 42
43 4.5.1.1 Provider and any applicable subcontractors shall cease to perform any
44 services required by this Contract as of the effective date of
45 termination and shall comply with all reasonable instructions

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

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

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

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

41
42 Should the contract be terminated by either party, North Sound BH-
43 ASO will require the spend-down of all remaining reserves and fund
44 balances within the termination period. Funds will be deducted from

1 the final months' payments until reserves and fund balances are spent.
2 Should the contract be terminated by either party, Provider shall be
3 responsible to provide all behavioral health services through the end of
4 the month for which they have received payment.
5

6 **4.6 TERMINATION NOTIFICATION TO INDIVIDUALS**

7 North Sound BH-ASO will inform affected individuals of any termination pursuant to this
8 Contract in accordance with the process set forth in the applicable MCO P&P's. Individuals
9 may be required to select another Provider contracted with North Sound BH-ASO prior to
10 the effective date of termination of this Contract.
11

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
5 a viable, single, integrated system with sufficient sophistication and capability to
6 effectively and efficiently process, track and manage all fiscal matters and transactions.
7 The parties' respective fiscal obligations and rights set forth in this section shall continue
8 after termination of this Contract until such time as the financial matters between the
9 parties resulting from this Contract are completed.

10
11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:

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

30
31 **5.2.5.1 Financial Reporting**

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

- 33
34 5.2.5.1.1 The North Sound BH-ASO shall reimburse the Provider for
35 satisfactory completion of the services and requirements
36 specified in this Contract and its attached exhibit(s).
- 37 5.2.5.1.2 The Provider shall submit an invoice within 30 days from
38 the service month (i.e., services in June invoiced on or
39 before August 1st) along with all accompanying reports as
40 specified in the attached exhibit(s), including its final
41 invoice and all outstanding reports. The North Sound BH-
42 ASO shall initiate authorization for payment to the

1 Provider not more than 30 days after a timely, complete
2 and accurate invoice is received.

3 5.2.5.1.3 The Provider shall submit its final invoice and all
4 outstanding reports as specified in this contract and its
5 attached exhibit(s). If the Provider's final invoice and
6 reports are not submitted as specified in this contract and
7 its attached exhibit(s), the North Sound BH-ASO will be
8 relieved of all liability for payment to the Provider of the
9 amounts set forth in said invoice or any subsequent
10 invoice.

11
12 5.2.5.2 **LIABILITY FOR PAYMENT AND THE PURSUIT OF THIRD-PARTY REVENUE**

13 Provider shall be responsible for developing financial processes that
14 enable them to reasonably ensure all third-party resources available to
15 enrollees are identified and pursued in accordance with the reasonable
16 collection practices, which Provider applies to all other payers for
17 services covered under this Contract. Ensure a process is in place to
18 demonstrate all third-party resources are identified and pursued in
19 accordance with Medicaid being the payer of last resort. North Sound
20 BH-ASO shall actively provide Provider support in the pursuit of third-
21 party payments for all crisis services.

22
23 Provider shall maintain necessary records to document all third-party
24 resources and report to North Sound BH-ASO on a biennial basis or
25 upon the request of North Sound BH-ASO, the amount of such third-
26 party resources collected for all service recipients during the quarter by
27 source of payment.
28

1 **ARTICLE SIX - OVERSIGHT AND REMEDIES**

2 **6.1 OVERSIGHT AUTHORITY**

3 North Sound BH-ASO, HCA, DSHS, Office of the State Auditor, the Department of Health
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
7 Contract, d) audits regarding the quality, appropriateness and timeliness of behavioral
8 health services of Provider and subcontractors and e) audits and inspections of financial
9 records of Provider and subcontractors.

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

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

22
23 **6.2 REMEDIAL ACTION**

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

30
31 6.2.1 CAP must include:

- 32 6.2.1.1 A brief description of the findings; and
- 33 6.2.1.2 Specific actions to be taken, a timetable, a description of the monitoring
34 to be performed, the steps taken and responsible individuals that will
35 reflect the resolution of the situation.
36

37
38 6.2.2 CAP may:

39 Require modification of any P&P's by Provider relating to the fulfillment of its
40 obligations pursuant to this Contract.
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6.2.3 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.

6.2.4 Provider agrees North Sound BH-ASO may initiate remedial action as outlined in subsection (6.2.5) below if North Sound BH-ASO determines any of the following situations exist:

- 6.2.4.1 If a problem exists 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 Contract, 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 (6.2.5) 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 contract for purposes of performing services under this contract; however, in such an instance, North Sound BH-ASO may terminate all or part of this contract 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 Contract.
- 6.2.4.4 Provider has failed to perform any administrative function required under this Contract, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of 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.

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

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
5 Juan, Skagit, Snohomish and Whatcom Counties, each county authority is recognized by
6 the Director of HCA (Director). These counties entered into an inter-local agreement to
7 allow North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(18),
8 to operate a single managed system of services for persons with behavioral illness living in
9 the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties
10 (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
12 community support, crisis response services to people needing such services in its Service
13 Area. North Sound BH-ASO, through this Contract, is subcontracting with Provider for the
14 provision of specific behavioral health services as required by the agreement with the
15 Director. Provider, by signing this Contract, attests it is willing and able to provide such
16 services in the Service Area.
17

18 **7.2 MUTUAL COMMITMENTS**

19 The parties to this Contract are mutually committed to the development of an efficient,
20 cost effective, integrated, person-centered, age specific recovery and resilience model
21 approach to the delivery of quality community behavioral health services. To that end, the
22 parties are mutually committed to maximizing the availability of resources to provide
23 needed behavioral health services in the Service Area, maximizing the portion of those
24 resources used for the 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
29 BH-ASO and any attempt to transfer or assign this Contract without such consent shall be
30 void. The terms “assigned”, “delegated”, or “transferred” shall include change of business
31 structure 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
37 Contract including the ability to pay for all expenses incurred during the contract period.
38 Likewise, concurrent with the execution of this Contract, North Sound BH-ASO shall
39 furnish, upon request, Provider with a written copy of the motion, resolution, or ordinance
40 passed by North Sound BH-ASO’s County Authorities Executive Committee authorizing
41 North Sound BH-ASO to execute this Contract.
42

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

- 9 7.5.1 Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 CFR;
- 10 7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 11 7.5.3 Americans with Disabilities Act (ADA) of 1990;
- 12 7.5.4 Title VI of the Civil Rights Act of 1964;
- 13 7.5.5 Age Discrimination Act of 1975;
- 14 7.5.6 All local, State and Federal professional and facility licensing and certification
15 requirements/standards that apply to services performed under the terms of this
16 Contract;
- 17 7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 18 7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the
19 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
20 Executive Order 11738 and Environmental Protection Agency (EPA) regulations
21 (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of
22 Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the
23 EPA.
- 24 7.5.9 Any applicable mandatory standards and policies relating to energy efficiency,
25 which are contained in the State Energy Conservation Plan, issued in compliance
26 with the federal Energy Policy and Conservation Act;
- 27 7.5.10 Those specified in RCW Title 18 for professional licensing;
- 28 7.5.11 Reporting of abuse as required by RCW 26.44.030;
- 29 7.5.12 Industrial insurance coverage as required by RCW Title 51;
- 30 7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
- 31 7.5.14 WAC 246-341 and 388-865;
- 32 7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as
33 described in 42 CFR §422.208; and b) does not Contract with any subcontractor
34 operating such a plan.
- 35 7.5.16 HCA/MCO Quality Strategy;
- 36 7.5.17 State of Washington behavioral health system mission statement, value
37 statement and guiding principles for the system, hereto as Exhibit D;
- 38 7.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
39 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
40 Instructions;
- 41 7.5.19 Any applicable federal and state laws that pertain to individual’s rights. Provider
42 shall ensure its staff takes those rights into account when furnishing services to
43 individuals.

- 1 7.5.20 42 United States Code (USC) 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of
- 2 the SSA), which prohibits making payments directly or indirectly to physicians or
- 3 other providers as an inducement to reduce or limit behavioral health services
- 4 provided to individuals;
- 5 7.5.21 Any P&P's developed by DSHS/HCA which governs the spend-down of individual's
- 6 assets;
- 7 7.5.22 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
- 8 knowingly have a director, officer, partner, or person with a beneficial ownership
- 9 of more than five (5%) of Provider, BHA or subcontractor's equity, or an
- 10 employee, Provider, or consultant who is significant or material to the provision of
- 11 services under this Contract, who has been, or is affiliated with someone who has
- 12 been, debarred, suspended, or otherwise excluded by any federal agency.
- 13 7.5.23 Federal and State non-discrimination laws and regulations;
- 14 7.5.24 HIPAA (45 CFR parts 160-164);
- 15 7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;
- 16 7.5.26 HCA-CIS Data Dictionary and its successors;
- 17 7.5.27 Federal funds must not be used for any lobbying activities.
- 18 7.5.28 Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

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

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

26
27 **7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

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

34
35 **7.7 CONFIDENTIALITY OF PERSONAL INFORMATION**

36 Provider shall protect all Personal Information, records and data from unauthorized
37 disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05,
38 71.34 and for individuals receiving SUD services, in accordance with 42 CFR Part 2 and
39 WAC 246-341. Provider shall have a process in place to ensure all components of its
40 provider network and system understand and comply with confidentiality requirements
41 for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and
42 §431.302, personal information concerning applicants and recipients may be disclosed for
43 purposes directly connected with the administration of this Contract and the State
44 Medicaid Plan. Provider shall read and comply with all HIPAA policies.

1
2 **7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

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

12
13 **7.9 COOPERATION**

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

16
17 **7.10 DEBARMENT CERTIFICATION**

18 The Provider, by signature to this Contract, certifies that the Contractor is not presently
19 debarred, suspended, proposed for Debarment, declared ineligible or voluntarily excluded
20 in any Washington State or federal department or agency from participating in
21 transactions (debarred).

22
23 The Provider agrees to include the above requirement in any and all Subcontracts into
24 which it enters concerning the performance of services hereunder, and also agrees that it
25 shall not employ debarred individuals or Subcontract with any debarred providers,
26 persons, or entities.

27
28 The Provider shall immediately notify North Sound BH-ASO if, during the term of this
29 Contract, the Provider becomes debarred. North Sound BH-ASO may immediately
30 terminate this Contract by providing Provider written notice in accord with Subsection 6.3
31 of this Contract if the Provider becomes debarred during the term hereof

32
33 **7.11 EXCLUDED PARTIES**

34 Provider is prohibited from paying with funds received under this Contract for goods and
35 services furnished, ordered, or prescribed by excluded individuals and entities SSA section
36 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

37
38 Provider shall monitor for excluded individuals and entities by:

- 39
40
41
42 7.11.1 Screening Provider and subcontractor's employees and individuals and entities
43 with an ownership or control interest for excluded individuals and entities prior
44 to entering into a contractual or other relationship where the individual or

1 entity would benefit directly or indirectly from funds received under this
2 Contract.

3 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
4 individuals and entities with an ownership or control interest for excluded
5 individuals and entities that would benefit directly or indirectly from funds
6 received under this Contract.

7 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
8 entities with an ownership or control interest that would benefit from funds
9 received under this Contract for newly added excluded individuals and entities.

10
11 Report to North Sound BH-ASO:

12
13 7.11.4 Any excluded individuals and entities discovered in the screening within 10
14 business days;

15 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
16 individuals and entities and the recovery of such payments;

17 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
18 subcontractor's employees and individuals with an ownership or control
19 interest discovered in the screening;

20 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership
21 or control interest convicted of any criminal or civil offense described in SSA
22 section 1128 within 10 business days of Provider becoming aware of the
23 conviction;

24 7.11.8 Any subcontractor terminated for cause within 10 business days of the
25 effective date of termination to include full details of the reason for
26 termination;

27 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or
28 control interest.

29
30 Provider must provide a list with details of ownership and control no later than 30 days
31 from the date of ratification and shall keep the list up-to-date thereafter.

32
33 Provider will not make any payments for goods or services that directly or indirectly
34 benefit any excluded individual or entity. Provider will immediately recover any payments
35 for goods and services that benefit excluded individuals and entities it discovers.

36
37 Provider will immediately terminate any employment, contractual and control
38 relationships with an excluded individual and entity it discovers.

39
40 Civil monetary penalties may be imposed against Provider if it employs or enters into a
41 contract with an excluded individual or entity to provide goods or services to enrollees
42 (SSA section 1128A(a) and 42 CFR 1003.102(a)(2)).

43
44 An individual or entity is considered to have an ownership or control interest if they have

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

6 In addition, if North Sound BH-ASO/MCO/HCA notifies Provider that an individual or entity
7 is excluded from participation by HCA, Provider shall terminate all beneficial, employment,
8 contractual and control relationships with the excluded individual or entity immediately.
9

10 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL**
11 **HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

12 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that
13 services under this Contract may be provided by Provider and subcontractors to
14 individuals under the Medicaid program, RCW 71.05 and 71.34 and the Community
15 Behavioral Health Services Act, RCW 71.24, it is not the intention of either North Sound
16 BH-ASO or Provider, that such individuals, or any other persons, occupy the position of
17 intended third-party beneficiaries of the obligations assumed by either party to this
18 Contract. Such third parties shall have no right to enforce this Contract.
19

20 **7.13 EXECUTION, AMENDMENT AND WAIVER**

21 This Contract shall be binding on all parties only upon signature by authorized
22 representatives of each party. This Contract or any provision may be amended during the
23 contract period, if circumstances warrant, by a written amendment executed by all
24 parties. Only North Sound BH-ASO's Program Administrator or designee has authority to
25 waive any provision of this Contract on behalf of North Sound BH-ASO.
26

27 **7.14 HEADINGS AND CAPTIONS**

28 The headings and captions used in this Contract are for reference and convenience only
29 and in no way define, limit, or decide the scope or intent of any provisions or sections of
30 this Contract.
31

32 **7.15 INDEMNIFICATION**

33 Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO
34 harmless (including all costs and attorney fees) from all claims for personal injury,
35 property damage and/or disclosure of confidential information, including claims against
36 North Sound BH-ASO for the negligent hiring, retention and/or supervision of Provider
37 and/or from the imposition of governmental fines or penalties resulting from the acts or
38 omissions of Provider and its subcontractors related to the performance of this contract.
39 North Sound BH-ASO shall be responsible and shall indemnify and hold Provider harmless
40 (including all costs and attorney fees) from all claims for personal injury, property damage
41 and disclosure of confidential information and from the imposition of governmental fines
42 or penalties resulting from the acts or omissions of North Sound BH-ASO. Except to the
43 extent caused by the gross negligence and/or willful misconduct of North Sound BH-ASO,
44 Provider shall indemnify and hold North Sound BH-ASO harmless from any claims made by

1 non-participating BHAs related to the provision of services under this Contract. For the
2 purposes of these indemnifications, the Parties specifically and expressly waive any
3 immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This
4 waiver has been mutually negotiated and agreed to by the Parties. The provision of this
5 section shall survive the expiration or termination of the Contract.
6

7 **7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

8 The parties intend that an independent contractor relationship be created by this
9 contract. Provider acknowledges that Provider, its employees, or subcontractors are not
10 officers, employees, or agents of North Sound BH-ASO. Provider shall not hold Provider,
11 Provider's employees and subcontractors out as, nor claim status as, officers, employees,
12 or agents of North Sound BH-ASO. Provider shall not claim for Provider, Provider's
13 employees, or subcontractors any rights, privileges, or benefits which would accrue to an
14 employee of North Sound BH-ASO. Provider shall indemnify and hold North Sound BH-
15 ASO harmless from all obligations to pay or withhold Federal or State taxes or
16 contributions on behalf of Provider, Provider's employees and subcontractors unless
17 specified in this Contract.
18

19 **7.17 INSURANCE**

20 North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all
21 exposure to tort liability, general liability, property damage liability and vehicle liability, if
22 applicable, as provided by RCW 43.19.
23

24 By the date of execution of this Contract and post 15 days renewal of said contract, the
25 Provider shall procure and maintain insurance for the duration of this Contract, Provider
26 shall carry Commercial General Liability (CGL) Insurance to include coverage for bodily
27 injury, property damage, and contractual liability, with the following minimum limits:
28 Each Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability
29 arising out of premises, operations, independent contractors, personal injury, advertising
30 injury, and liability assumed under an insured contract. The costs of such insurance shall
31 be paid by the Provider or subcontractor. The Provider may furnish separate certificates
32 of insurance and policy endorsements for each subcontractor as evidence of compliance
33 with the insurance requirements of this Contract. The Provider is responsible for ensuring
34 compliance with all of the insurance requirements stated herein. Failure by the Provider,
35 its agents, employees, officers, subcontractors, providers, and/or provider subcontractors
36 to comply with the insurance requirements stated herein shall constitute a material
37 breach of this Contract. All non-risk pool policies shall name North Sound BH-ASO as a
38 covered entity under said policy(s).
39

40 **7.18 INTEGRATION**

41 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
42 parties. No other understandings, oral or otherwise, regarding the subject matter of this
43 Contract shall be deemed to exist or to bind any of the parties hereto.
44

1 7.19 **MAINTENANCE OF RECORDS**

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

11
12 Provider shall completely and accurately report encounter data to North Sound BH-ASO
13 and shall certify the accuracy and completeness of all encounter data submitted. Provider
14 shall ensure that it and all of its subcontractors that are required to report encounter data,
15 have the capacity to submit all data necessary to enable the North Sound BH-ASO to meet
16 the reporting requirements in the Encounter Data Transaction Guide published by HCA, or
17 other requirements HCA may develop and impose on North Sound BH-ASO or Provider.

18
19 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
20 sponsored health programs and associated contracts, Provider shall provide to North
21 Sound BH-ASO direct access and/or copies of all information, encounter data, statistical
22 data, and treatment records pertaining to Members who receive Services hereunder, or in
23 conjunction with claims reviews, quality improvement programs, grievances and appeals
24 and peer reviews.

25
26 7.20 **NOTICE OF AMENDMENT**

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

32
33 7.21 **NO WAIVER OF RIGHTS**

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

38
39 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver
40 of any subsequent breach and shall not be construed to be a modification of the terms
41 and conditions of this Contract.

42

1 7.22 **ONGOING SERVICES**

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

6
7 7.23 **ORGANIZATIONAL CHANGES**

8 The Provider shall provide North Sound BH-ASO with ninety (90) calendar days’ prior
9 written notice of any change in the Provider’s ownership or legal status. The Provider shall
10 provide North Sound BH-ASO written notice of any changes to the Provider’s executive
11 officers, executive board members, or medical directors within seven (7) Business Days.

12
13 7.24 **OVERPAYMENTS**

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

19
20 7.25 **OWNERSHIP OF MATERIALS**

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

27
28 The foregoing products license shall not apply to existing training materials, consulting
29 aids, checklists, and other materials and documents of the Provider which are modified for
30 use in the performance of this Contract.

31
32 The foregoing provisions of this section shall not apply to existing training materials,
33 consulting aids, checklists, and other materials and documents of the Provider that are not
34 modified for use in the performance of this Contract.

35
36 7.26 **PERFORMANCE**

37 Provider shall furnish the necessary personnel, materials/behavioral health services and
38 otherwise do all things for, or incidental to, the performance of the work set forth here
39 and as attached. Unless specifically stated, Provider is responsible for performing or
40 ensuring all fiscal and program responsibilities required in this contract. No subcontract
41 will terminate the legal responsibility of Provider to perform the terms of this Contract.
42

1 7.27 **RESOLUTION OF DISPUTES**

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

11
12 7.28 **SEVERABILITY AND CONFORMITY**

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

17
18 7.29 **SINGLE AUDIT ACT**

19 If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB
20 Uniform Guidance Subpart F, Provider and its subcontractors shall maintain records that
21 identify all Federal funds received and expended. Such funds shall be identified by the
22 appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award
23 names, award numbers, and award years (if awards are for research and development), as
24 well as, names of the Federal agencies. Provider and its subcontractors shall make
25 Provider and its subcontractor’s records available for review or audit by officials of the
26 Federal awarding agency, the General Accounting Office and DSHS. Provider and its
27 subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements
28 into all contracts between Provider and its subcontractors who are sub recipients.
29 Provider and its subcontractors shall comply with any future amendments to OMB
30 Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

31
32 If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal
33 awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall
34 procure and pay for a single or program-specific audit for that fiscal year. Upon
35 completion of each audit, Provider and applicable subcontractors shall submit to North
36 Sound BH-ASO’s Program Administrator the data collection form and reporting package
37 specified in OMB Uniform Guidance Subpart F, reports required by the program-specific
38 audit guide, if applicable and a copy of any management letters issued by the auditor.

39
40 For purposes of “sub recipient” status under the rules of OMB Uniform Guidance Subpart
41 F, Medicaid payments to a sub recipient for providing patient care services to Medicaid
42 eligible individuals are not considered Federal awards expended under this part of the rule
43 unless a State requires the fund to be treated as Federal awards expended because
44 reimbursement is on a cost-reimbursement basis.

1
2 **7.30 SUBCONTRACTS**

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

6 7.30.1 The Provider shall not assign or subcontract any portion of this Contract or
7 transfer or assign any claim arising pursuant to this Contract without the written
8 consent of North Sound BH-ASO Said consent must be sought in writing by the
9 Provider not less than 15 days prior to the date of any proposed assignment.

10 7.30.2 Provider shall be responsible for the acts and omissions of any subcontractor.

11 7.30.3 Provider must ensure the subcontractor neither employs any person nor
12 contracts with any person or BHA excluded from participation in federal health
13 care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred
14 or suspended per this Contract’s General Terms and Conditions.

15 7.30.4 Provider shall require subcontractors to comply with all applicable federal and
16 state laws, regulations and operational policies as specified in this Contract.

17 7.30.5 Provider shall require subcontractors to comply with all applicable North Sound
18 BH-ASO operational policies as applicable.

19 7.30.6 Subcontracts for the provision of behavioral health services must require
20 subcontractors to provide individuals access to translated information and
21 interpreter services.

22 7.30.7 Provider shall ensure a process is in place to demonstrate all third-party
23 resources are identified and pursued.

24 7.30.8 Provider shall oversee, be accountable for and monitor all functions and
25 responsibilities delegated to a subcontractor for conformance with any
26 applicable statement of work in this Contract on an ongoing basis including
27 written reviews.

28 7.30.9 Provider will monitor performance of the subcontractors on an annual basis and
29 notify North Sound BH-ASO of any identified deficiencies or areas for
30 improvement requiring corrective action by Provider.

31 7.30.10 The Provider agrees to include the following language verbatim in every
32 subcontract for services which relate to the subject matter of this Contract:
33 “Subcontractor shall protect, defend, indemnify, and hold harmless North Sound
34 BH-ASO its officers, employees and agents from any and all costs, claims,
35 judgments, and/or awards of damages arising out of, or in any way resulting from
36 the negligent act or omissions of subcontractor, its officers, employees, and/or
37 agents in connection with or in support of this Contract. Subcontractor expressly
38 agrees and understands that North Sound BH-ASO is a third-party beneficiary to
39 this Contract and shall have the right to bring an action against subcontractor to
40 enforce the provisions of this paragraph.”
41

42 Those written subcontracts shall:
43

- 1 7.30.11 Require subcontractors to hold all necessary licenses, certifications/permits as
2 required by law for the performance of the services to be performed under this
3 Contract;
- 4 7.30.12 Require subcontractors to notify Provider in the event of a change in status of
5 any required license or certification;
- 6 7.30.13 Include clear means to revoke delegation, impose corrective action, or take other
7 remedial actions if the subcontractor fails to comply with the terms of the
8 subcontract;
- 9 7.30.14 Require the subcontractor to correct any areas of deficiencies in the
10 subcontractor's performance that are identified by Provider, North Sound BH-
11 ASO/HCA;
- 12 7.30.15 Require best efforts to provide written or oral notification within 15 business
13 days of termination of a Primary Care Provider (PCP) to individuals currently
14 open for services who had received a service from the affected PCP in the
15 previous 60 days. Notification must be verifiable in the individual's medical
16 record at the subcontractor.

17
18 **7.31 SURVIVABILITY**

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

25
26 **7.32 TREATMENT OF INDIVIDUAL'S PROPERTY**

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

35
36 **7.33 WARRANTIES**

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

41
42 **7.34 CONTRACT CERTIFICATION**

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

1
2
3

contracting requirements and agrees to comply with all of the contract terms and conditions detailed on this contract and exhibits incorporated herein by reference.

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

2
3 JanRose Ottaway Martin, Executive Director
4 North Sound BH-ASO
5 2021 E. College Way, Suite 101
6 Mount Vernon, WA 98273
7

8 The Program Administrator for Asian Counseling Treatment Services is:

9
10 Tae Son Lee, Executive Director
11 Asian Counseling Treatment Services
12 4629 168th Street, Suite E
13 Lynnwood, WA 98037
14

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

16
17 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

18
19
20 **NORTH SOUND BH-ASO**

ASIAN COUNSELING TRETMENT SERVICES

21
22
23
24
25 _____
26 Lindsay Lopes
Deputy Director

Date

25 _____
Tae Son Lee
Executive Director

Date



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 A: SCHEDULE OF SERVICES

PROVIDER: ASIAN AMERICAN CHEMICAL TREATMENT SERVICES (ACTS)

CONTRACT: NS BH-ASO-ACTS-ICN-26

Identification of Contracted Services

Provider shall provide behavioral health covered crisis services, as indicated in the Contracted Services Grid below, within the scope of Provider’s business and practice, in accordance with the Asian American Chemical Treatment Services Base Provider Agreement, North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO) Behavioral Health Policies and Procedures, Supplemental Provider Service Guide, North Sound BH-ASO and Health Care Authority (HCA) standards, the terms, conditions and eligibility outlined in the Contract and/or Exhibits, and the requirements of any applicable government sponsored program.

Contracted Services Grid

Contracted Timeframe	Service	Supplemental Provider Service Guide Reference (click here)
<i>Outpatient Services (Within Available Resources)</i>		
01/01/2026 – 06/30/2027	Mental Health Outpatient and Medication Management	Chapter 19
	Opiate Treatment Program (OTP)	Chapter 19
01/01/2026 – 06/30/2027	Substance Use Disorder Outpatient Benefit	Chapter 19
<i>Evaluation and Treatment (E&T)</i>		
	Sixteen-Bed Evaluation and Treatment Facility Services	Chapter 19

<i>Crisis Services</i>		
	Adult Mobile Rapid Response Crisis Team (MRRCT)	Chapter 18
	Adult Mobile Rapid Response Crisis Team – Endorsed	Chapter 18
	Child/Youth Mobile Rapid Response Crisis Team	Chapter 18
	Child/Youth Mobile Rapid Response Crisis Team – Endorsed	Chapter 18
	Crisis Stabilization	Chapter 18
	Involuntary Treatment Evaluation (ITA)	Chapter 18
	Toll Free Crisis Hotline	Chapter 18
<i>Withdrawal Management Services (Within in Available Resources)</i>		
	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management)	Chapter 19
	Medically Monitored Inpatient Withdrawal Management (formerly Acute Withdrawal Management)	Chapter 19
	Secure Withdrawal Management	Chapter 19
<i>Substance Use Disorder Residential (Within Available Resources)</i>		
	Adult - Intensive Inpatient	Chapter 19
	Adult - Long-Term Care, to include co-occurring residential treatment	Chapter 19
	Adult - Recovery House	Chapter 19
	Pregnant and Parenting Women Residential Treatment	Chapter 19
	Pregnant and Parenting Women Housing Support	Chapter 19
	Youth - Intensive Inpatient	Chapter 19
	Youth – Recovery House	Chapter 19
<i>Crisis Triage (Within Available Resources)</i>		
	Clinical Managed Withdrawal Management	Chapter 19
	Crisis Stabilization	Chapter 19
<i>Legislative Proviso Services (Within Available Resources)</i>		
	Assisted Outpatient Treatment (AOT)	Chapter 19
	Designated Cannabis Account (DCA)	Chapter 19
	Evaluation & Treatment (E&T) Discharge Planners	Chapter 19

	Homeless Outreach Stabilization Team (HOST)	Chapter 19
	Governor's Housing/Homeless Initiative – Rental Voucher & Bridge Program	Chapter 19
	Jail Transition Services	Chapter 19
	Juvenile Treatment Services	Chapter 19
	New Journey First Episode Crisis Teams	Chapter 19
	Program for Assertive Community Treatment (PACT)	Chapter 19
	Proviso 86 – Behavioral Health Housing	Chapter 19
	Recovery Navigator Program	Chapter 19
	Trueblood Misdemeanor Diversion	Chapter 19
<i>Federal Block Grant</i>		
	Co-Responder Outreach Program	Chapter 19
	Housing and Recovery through Peer Services (HARPS) - Subsidies	Chapter 19
	Housing and Recovery through Peer Services (HARPS) – Team (Whatcom & Skagit Counties)	Chapter 19
	Opiate Outreach	Chapter 19
	Peer Bridgers	Chapter 19
	Peer Pathfinder Homeless Outreach	Chapter 19
	Pregnant and Parenting Women (PPW) Housing Support Services	Chapter 19
	Projects for Assistance in Transition of Homelessness (PATH) Teams Services	Chapter 19
<i>Community Behavioral Health Rental Assistance (CBRA)</i>		
	Department of Commerce - CBRA	Chapter 19



EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: ASIAN AMERICAN CHEMICAL DEPENDENCY TREATMENT SERVICES (ACTS)

CONTRACT: NS BH-ASO-ACTS-ICN-26

CONTRACT PERIOD: 01/01/2026 – 06/30/2027

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.

DELIVERABLE	FREQUENCY	DUE DATE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported
Certification of Liability Insurance	Annual	Annually prior to expiration
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information
Ownership and Control Disclosure Form	Annual	Annually on January 31 st , or more frequently when changes occur