

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

INTERLOCAL AGREEMENT

WITH

SKAGIT COUNTY

CONTRACT #NS BH-ASO-SKAGIT COUNTY-ICN-26

Contract Effective January 1, 2026

TABLE OF CONTENTS

1

2

3 **ARTICLE ONE – DEFINITIONS**..... 7

4 1.1 AGREEMENT..... 7

5 1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)..... 7

6 1.3 CRISIS SERVICES (BEHAVIORAL HEALTH) 7

7 1.4 CRITICAL INCIDENT 7

8 1.5 CULTURAL HUMILITY 7

9 1.6 CULTURALLY APPROPRIATE CARE..... 8

10 1.7 GENERAL FUND STATE/FEDERAL BLOCK GRANTS (GFS/FBG) 8

11 1.8 HEALTHCARE AUTHORITY (HCA) 8

12 1.9 INDIVIDUAL..... 8

13 1.10 MANAGED CARE ORGANIZATION (MCO)..... 8

14 1.11 MEMBER..... 8

15 1.12 MENTAL HEALTH BLOCK GRANT (MHBG) 8

16 1.13 SUBSTANCE PREVENTION, TREATMENT, AND RECOVERY SERVICES (SUPTRS) 8

17 **ARTICLE TWO – DELEGATED FUNCTIONS**..... 9

18 2.1 BEHAVIORAL HEALTH ADVISORY BOARD (ASO CONTRACT) 9

19 2.2 GOVERNING BOARD (ASO CONTRACT)..... 9

20 2.3 QUALITY MANAGEMENT SUPPORT (ASO CONTRACT) 9

21 2.4 ALLIED SYSTEM COORDINATION SUPPORT (ASO CONTRACT) 10

22 2.5 COMMUNITY COORDINATION (ASO CONTRACT)..... 11

23 2.6 CO-RESPONDER OUTREACH PROGRAM 11

24 2.7 DESIGNATED CANNABIS ACCOUNT (DCA)..... 11

25 2.8 JAIL TRANSITION SERVICES 12

26 2.9 TRUEBLOOD MISDOMEANER DIVERSION 12

27 **ARTICLE THREE – CONTRACTOR RESPONSIBILITIES** 13

28 3.1 APPOINTMENT OF COUNTY COORDINATOR..... 13

29 3.2 RESOURCE MANAGEMENT SUPPORT 13

30 3.3 LOCAL OVERSIGHT COMMITTEE 13

31 3.4 DELIVERABLES..... 14

32 **ARTICLE FOUR - TERM AND TERMINATION** 15

33 4.1 TERM..... 15

34 4.2 TERMINATION WITHOUT CAUSE 15

35 4.3 TERMINATION WITH CAUSE 15

36 4.4 IMMEDIATE TERMINATION 15

37 4.5 TERMINATION DUE TO CHANGE IN FUNDING..... 15

38 **ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS** 18

39 5.1 GENERAL FISCAL ASSURANCES 18

40 5.2 FINANCIAL ACCOUNTING REQUIREMENTS 18

41 **ARTICLE SIX - OVERSIGHT AND REMEDIES** 20

42 6.1 OVERSIGHT AUTHORITY..... 20

43 6.2 REMEDIAL ACTION 20

1	6.3	NOTICE REQUIREMENTS.....	22
2		ARTICLE SEVEN - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR.....	23
3	7.1	BACKGROUND.....	23
4	7.2	MUTUAL COMMITMENTS.....	23
5	7.3	ASSIGNMENT	23
6	7.4	AUTHORITY	23
7	7.5	COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES	24
8	7.6	COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE.....	25
9	7.7	CONFIDENTIALITY OF PERSONAL INFORMATION.....	25
10	7.8	CONTRACT PERFORMANCE/ENFORCEMENT.....	26
11	7.9	COOPERATION	26
12	7.10	DEBARMENT CERTIFICATION.....	26
13	7.11	EXCLUDED PARTIES	26
14	7.12	DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH	
15		PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT.....	28
16	7.13	EXECUTION, AMENDMENT AND WAIVER.....	28
17	7.14	HEADINGS AND CAPTIONS.....	28
18	7.15	INDEMNIFICATION	28
19	7.16	INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO	29
20	7.17	INSURANCE	29
21	7.18	INTEGRATION.....	30
22	7.19	MAINTENANCE OF RECORDS.....	30
23	7.20	NOTICE OF AMENDMENT	30
24	7.21	NO WAIVER OF RIGHTS.....	30
25	7.22	ONGOING SERVICES.....	31
26	7.23	ORGANIZATIONAL CHANGES	31
27	7.24	OVERPAYMENTS.....	31
28	7.25	OWNERSHIP OF MATERIALS.....	31
29	7.26	PERFORMANCE.....	31
30	7.27	RESOLUTION OF DISPUTES	32
31	7.28	SEVERABILITY AND CONFORMITY	33
32	7.29	SINGLE AUDIT ACT	33
33	7.30	SUBCONTRACTS.....	33
34	7.31	SURVIVABILITY.....	35
35	7.32	TREATMENT OF PROPERTY	35
36	7.33	WARRANTIES.....	35
37	7.34	CONTRACT CERTIFICATION	35
38			

1 EXHIBITS

2
3 **Incorporation of Exhibits**

4 The Contractor 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. North Sound BH-ASO reserves the right to update or revise Exhibits from
8 time to time. In the event of any such update or revision, North Sound BH-ASO shall provide written
9 notice to the Contractor, which may be issued in the form of a contract amendment or a numbered
10 memorandum. Such updates shall become effective as specified in the notice.

11
12 Exhibit A – Schedule of Services

13
14 Exhibit B – Compensation Schedule [Compensation Schedule | North Sound BH-ASO](#)

15
16 Exhibit C – Supplemental Contractor Service Guide [Supplemental Contractor Service Guide | North
17 Sound BH-ASO \(nsbhaso.org\)](#)

18
19 Exhibit D - Contractor Deliverables

20
21 Exhibit E- Budget

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2
3
4 **INTERAGENCY AGREEMENT**

5 **THIS INTERAGENCY AGREEMENT** (the “Agreement”), pursuant to Revised Code of Washington (RCW)
6 Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and
7 between the NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
8 (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 71.24,
9 2021 E College Way, Ste. 101, Mount Vernon, WA 98273 and SKAGIT COUNTY, (Contractor), 1800
10 Continental Place, Suite 100, Mount Vernon, WA 98273-3820.

11 This Agreement incorporates the Exhibits to the Agreement and other documents incorporated by
12 reference.

13
14 **I. RECITALS**

15
16 **WHEREAS**, Island County, San Juan County, Snohomish County, Skagit County and Whatcom
17 County (the County Authorities), as defined by RCW 71.24.025 (18), entered into a Joint County
18 Authority BH-ASO Interlocal Operating Agreement to cooperatively provide a community health
19 program and regional system of care, with the collective goal of consolidating administration,
20 reducing administrative layering and reducing administrative costs, consistent with the State of
21 Washington’s legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and
22

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

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

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

38
39 **WHEREAS**, North Sound BH-ASO is engaged in the administration of services; and

40
41 **WHEREAS**, North Sound BH-ASO desires that Contractor provide, market, distribute and
42 otherwise do all things necessary to deliver Services in the County;
43

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

5 **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure
6 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability
7 Act of 1996 (HIPAA Privacy and Security Rules, 45 Code of Federal Regulations (CFR) Parts 160 and
8 164, 42 CFR Part 2); now, therefore,
9

10 **THE PARTIES AGREE AS FOLLOWS:**

11

12

13

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

15

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

18

19 **WHEREAS**, North Sound BH-ASO desires to have certain services performed by the County and/or
20 County’s subcontractor as described in Exhibit A;
21

21

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

25

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

29

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

31

1
2
3 **ARTICLE ONE – DEFINITIONS**

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

5 **1.1 AGREEMENT**

6 The Contract entered into between North Sound BH-ASO and Contractor, including all
7 attachments and incorporated documents or materials.

8
9 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

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

15
16 **1.3 CRISIS SERVICES (BEHAVIORAL HEALTH)**

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

32
33 **1.4 CRITICAL INCIDENT**

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

38
39 **1.5 CULTURAL HUMILITY**

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

- 1 1.6 **CULTURALLY APPROPRIATE CARE**
2 Culturally Appropriate Care means the practice of being sensitive to a person’s cultural
3 identity or heritage. Health care services are provided with Cultural Humility and an
4 understanding of the patient’s culture and community and informed by Historical Trauma
5 and the resulting cycle of Adverse Childhood Experiences (ACEs).
6
- 7 1.7 **GENERAL FUND STATE/FEDERAL BLOCK GRANTS (GFS/FBG)**
8 General Fund State/Federal Block Grants (GFS/FBGs) means the services provided by the
9 Contractor under this Contract and funded by FBG or GFS.
10
- 11 1.8 **HEALTHCARE AUTHORITY (HCA)**
12 “Health Care Authority (HCA)” means the Washington State Health Care Authority, any
13 division, Section, office, unit, or other entity of HCA or any of the officers or other officials
14 lawfully representing HCA.
15
- 16 1.9 **INDIVIDUAL**
17 Individual means any person in the Regional Service Area (RSA) regardless of income,
18 ability to pay, insurance status or county of residence. With respect to non-Crisis Services,
19 "Individual" means a person who has applied for, is eligible for, or who has received
20 General Fund – State/Federal Block Grant (GFS/FBG) services through this contract.
21
- 22 1.10 **MANAGED CARE ORGANIZATION (MCO)**
23 MCO means an organization having a certificate of authority or certificate of registration
24 from the Washington State Office of Insurance Commissioner that contracts with HCA
25 under a comprehensive risk contract to provide prepaid health care services to eligible
26 HCA Enrollees under HCA managed care programs.
27
- 28 1.11 **MEMBER**
29 An individual that is eligible to receive crisis and/or FBG services and is assigned to an
30 MCO.
31
- 32 1.12 **MENTAL HEALTH BLOCK GRANT (MHBG)**
33 MHBG means those funds granted by the Secretary of the United States Department of
34 Health and Human Services (HHS), through the Center for Mental Health Services (CMHS),
35 Substance Abuse and Mental Health Services Administration (SAMHSA), to states to
36 establish or expand an organized community-based system for providing mental health
37 services for adults with Serious Mental Illness (SMI) and children who are seriously
38 emotionally disturbed (SED).
39
- 40 1.13 **SUBSTANCE PREVENTION, TREATMENT, AND RECOVERY SERVICES (SUPTRS)**
41 “Substance Use Prevention, Treatment, and Recovery Services (SUPTRS)” means the
42 federal Substance Use Prevention, Treatment, and Recovery Services block grant program
43 authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health
44 Service Act.

1 **ARTICLE TWO – DELEGATED FUNCTIONS**

2
3 Contractor shall furnish the necessary personnel and services and do all things necessary for the
4 performance of the delegated functions set forth herein as presently written or as may be later
5 amended.
6

7 **2.1 BEHAVIORAL HEALTH ADVISORY BOARD (ASO CONTRACT)**

8 Contractor shall appoint individuals with lived experience/advocate representatives to the
9 North Sound BH-ASO Regional Advisory Board in accordance with the Interlocal
10 Agreement forming North Sound BH-ASO, the Prepaid Inpatient Health Plan (PIHP) and
11 State Behavioral Health Contracts (BHSC) and in accordance with WAC 388-865-0222, or
12 any successor.
13

14 Contractor shall appoint individuals with Behavioral Health lived experience (mental
15 health, substance use disorder, and/or co-occurring disorders) through their own
16 experiences and/or their experiences as family members. Contractor shall appoint
17 individuals whose experiences reflect the breadth of experience of individuals affected by
18 Behavioral Health Disorders.
19

20 Contractor shall appoint representatives that reflect the demographic character of the
21 county which shall include, but not be limited to, representatives of individuals, families,
22 and law enforcement. Composition and length of terms of board members may differ
23 between counties. Regional membership shall be comprised of at least 51% individuals
24 with lived experience or family members as defined in WAC 388-865-0222.
25

26 **2.2 GOVERNING BOARD (ASO CONTRACT)**

27 Member Counties shall establish a Governing Body responsible for oversight of the
28 Regional Support Network in compliance with the Interlocal Agreement and the State PIHP
29 and BHSC Agreements. The Governing Body can be an existing executive or legislative
30 body within a county government. Each member of the Governing Body must be free from
31 conflicts of interest and from any appearance of conflicts of interest between personal,
32 professional and fiduciary interests. Members of the Governing Body must act within the
33 best interests of North Sound BH-ASO, individuals and/or families with lived experiences.
34 Contractor shall participate with North Sound BH-ASO in the development and creation of
35 an LLC and any appropriate policies.
36

37 **2.3 QUALITY MANAGEMENT SUPPORT (ASO CONTRACT)**

38 Contractor shall invite individuals and their families that are representative of the
39 community being served, including all age groups, to participate in planning activities and
40 in the implementation and evaluation of the public behavioral health system. Contractor
41 must be able to demonstrate how this requirement is implemented.
42

43 Member Counties shall encourage local efforts to provide services that are integrated and
44 coordinated with other formal/informal service delivery systems.

1 Contractor's County Coordinator shall assist North Sound BH-ASO in conducting quality
2 management programs and activities, in accordance with Exhibit A. Activities include
3 quality management processes as appropriate, which are designed to allow North Sound
4 BH-ASO to:

- 5
- 6 • Assess the degree to which crisis behavioral health services and planning is driven
7 by and incorporates individual and family voice;
- 8 • Assess the degree to which crisis behavioral health services are age, culturally, and
9 linguistically competent;
- 10 • Assess the degree to which crisis behavioral health services are provided in the
11 least restrictive environment;
- 12 • Assess the degree to which uninterrupted linkages occur that move the individual
13 toward recovery and resiliency;
- 14 • Assess the continuity in service linkages and integration with other formal/informal
15 systems and settings; and
- 16 • Assess the strengths and barriers of resource management mechanism, access
17 standards and the utilization management activities.
- 18

19 Quality management activities specified in this Quality Management Support section shall
20 be subject to requirements of North Sound BH-ASO, including requirements to maintain
21 confidentiality of information in accordance with federal and state privacy laws and
22 requirements applicable to North Sound BH-ASO for maintaining protection of
23 confidentiality under its coordinated quality improvement program (CQIP).

24 25 **2.4 ALLIED SYSTEM COORDINATION SUPPORT (ASO CONTRACT)**

26 Contractor shall coordinate with North Sound BH-ASO in the following area to ensure
27 individuals in the community are receiving continuity of care.

28
29 Contractor shall develop in collaboration with North Sound BH-ASO a new or update an
30 existing allied system coordination plan with the Criminal Justice (courts, jails, law
31 enforcement, public defender, Department of Corrections [DOC]) and Substance Use
32 Disorder (SUD) service providers in their respective county at least every three (3) years or
33 as requested by North Sound BH-ASO, DSHS or as necessary. The allied system
34 coordination plan must contain all the following elements:

- 35
- 36 • Contractor shall work with North Sound BH-ASO to identify the need for local
37 resources, including initiatives to address those needs. This will include a process
38 to evaluate progress in cross-system coordination and integration of services.
- 39 • Contractor shall work with North Sound BH-ASO on a process for facilitation of
40 community integration from out-of-home placements, Children's Long-term
41 inpatient facilities, Juvenile Rehabilitation facilities, foster care, nursing homes and
42 acute inpatient settings for individuals of all ages.

- Contractor shall, when requested, provide information, referral and training to the community in how to access the public behavioral health system.

2.5 **COMMUNITY COORDINATION (ASO CONTRACT)**

Contractor shall coordinate and participate with North Sound BH-ASO in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by North Sound BH-ASO. Contractor shall work with North Sound BH-ASO in the event of a disaster to ensure the following activities are implemented:

- Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration;
- Locating persons in need of disaster relief services;
- Engaging or linking persons to an appropriate level of support or disaster relief services;
- Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs;
- Partner in disaster preparedness and response activities with HCA and DSHS entities, the State Emergency Management Division, Federal Emergency Management Administration (FEMA), the American Red Cross and other volunteer organizations; Participation when requested in local and regional disaster planning and preparedness activities; and
- Coordination of disaster outreach activities following an event.

2.6 **CO-RESPONDER OUTREACH PROGRAM**

Co-Responder Outreach Programs are to provide behavioral health outreach while reducing criminal justice system involvement for individuals with mental health and substance use disorder treatment needs. CoResponse outreach programs consist of law enforcement officer(s) and behavioral health professional(s) that provide individuals with substance use disorder or other behavioral health needs with access to treatment that would otherwise be involved in the criminal justice system. Co-response outreach is designed to enhance first responder capacity to immediately provide field-based interventions and ensure referral and linkage to ongoing behavioral health treatment when appropriate.

Statement of Work, deliverables, and related policies are found in the North Sound BH-ASO Supplemental Provider Service Guide.

2.7 **DESIGNATED CANNABIS ACCOUNT (DCA)**

Dedicated Marijuana Account (DCA) funds are to be provided within the identified resources in the HCA contract with the North Sound BH-ASO.

1 Statement of Work, deliverables, and related policies are found in the North Sound BH-
2 ASO Supplemental Provider Service Guide.

3
4 **2.8 JAIL TRANSITION SERVICES**

5 Jail Services funding is provided by the Washington Legislature to provide mental health
6 services for offenders with mental illness while confined in a county or city jail. These
7 services are intended to facilitate access to programs that offer mental health services
8 upon release from confinement. This includes efforts to expedite applications for new or
9 re-instated Medicaid benefits.

10
11 Statement of Work, deliverables, and related policies are found in the North Sound BH-
12 ASO Supplemental Provider Service Guide.

13
14 **2.9 TRUEBLOOD MISDOMEANER DIVERSION**

15 Refers to the court case of Trueblood, et al., v Department of Social and Health Services
16 that challenges unconstitutional delays in competency evaluations and restoration
17 services. The provider will provide Care Coordination to Individuals who are named on the
18 HCA/ASO Referral List, also known as the “high utilizer list,” in the Trueblood, et al., v.
19 Department of Social and Health Services Settlement Agreement. North Sound BH-ASO
20 will provide the HCA Referral List to the Provider monthly. The Provider will support
21 connecting Individuals with behavioral health needs and current or prior criminal justice
22 involvement receive Care Coordination.

23
24 Statement of Work, deliverables, and related policies are found in the North Sound BH-
25 ASO Supplemental Provider Service Guide.

1 **ARTICLE THREE – CONTRACTOR RESPONSIBILITIES**

2
3 Contractor shall furnish the necessary personnel and services and do all thing necessary for the
4 performance of the work set forth herein as presently written of as may be later amended.
5

6 **3.1 APPOINTMENT OF COUNTY COORDINATOR**

7 Contractor Program Manager will act as or appoint a County Coordinator and the County
8 Coordinator or designee will participate in North Sound BH-ASO County Coordinator
9 meetings, provide regular reports to North Sound BH-ASO Advisory Board on county
10 specific activities, and facilitate delivery of the services required under this section. In
11 addition to those outlined in this section, responsibilities of County Coordinators include
12 regularly participating in ad hoc committees, advising North Sound BH-ASO of county-
13 specific areas of concern or need and participation in disaster response preparedness
14 activities.
15

16 Participate in strategic planning and other ad hoc planning initiatives for resource
17 management and the ongoing evaluation of services provision with recommendations
18 based on results. Provide county data to the BH-ASO for regional and state behavioral
19 health planning/reporting upon request.
20

21 **3.2 RESOURCE MANAGEMENT SUPPORT**

22 Contractor’s County Coordinator shall assist North Sound BH-ASO in conducting resource
23 management. Activities include regular participation in strategic planning and other ad
24 hoc planning initiatives, and the ongoing evaluation of service provision in the county and
25 the provision of recommendations to North Sound BH-ASO based on the results.
26 Coordinate locally funded services with the BH-ASO’s publicly funded crisis treatment
27 service delivery system to assure coordination of care for County residents where
28 appropriate to meet the behavioral health needs of the residents.
29

30 **3.3 LOCAL OVERSIGHT COMMITTEE**

31 Contractor and North Sound BH-ASO shall convene this committee a minimum of twice
32 per year with the function and purpose as outlined below:
33

- 34 a. This membership will be broad and include all identified stakeholder groups;
- 35 b. Will be Co-Chaired by North Sound BH-ASO and the County Coordinator or their
36 designee;
- 37 c. Meeting will be facilitated by the County Coordinator or their designee;
- 38 d. Will be scheduled by the County Coordinator, but coordinated with North Sound
39 BH-ASO;
- 40 e. Will be called on an as needed basis, but at least twice per year; and
- 41 f. Will cover the following areas:
 - 42
 - 43 i. Public behavioral health system complaints or concerns;

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- ii. Identifying gaps in the local public behavioral health system, such as, but not limited to: outpatient, emergency, or inpatient behavioral health services;
- iii. Designing county specific protocols, which coordinate services with other community resources, county services and alternative systems of care; and
- iv. Provide a venue for community input and cross system networking.

3.4 DELIVERABLES

Contractor shall ensure deliverables are submitted in accordance with Exhibit D.

1 **ARTICLE FOUR - TERM AND TERMINATION**

2
3 **4.1 TERM**

4 This Agreement is effective on January 1, 2026, and will remain in effect unless sooner terminated
5 as provided herein. Funding under this Agreement shall be established in successive six (6) month
6 periods, with the Contractor’s budget and applicable funding amounts set forth in written
7 amendments issued by North Sound BH-ASO at six (6) month intervals. Each such amendment shall
8 specify the funding period and budget applicable for that period.
9

10 **4.2 TERMINATION WITHOUT CAUSE**

11 This Agreement may be terminated without cause by either party upon providing at least 90 days
12 written notice to the other party.
13

14 **4.3 TERMINATION WITH CAUSE**

15 Either party may terminate this Agreement by providing the other party with a minimum of 10
16 business days prior written notice in the event the other party commits a material breach of any
17 provision of this Agreement. Said notice must specify the nature of said material breach. The
18 breaching party shall have 7 business days from the date of the breaching party’s receipt of the
19 foregoing notice to cure said material breach. In the event the breaching party fails to cure the
20 material breach within said 7 business day period, this Agreement shall automatically terminate
21 upon expiration of the 10 business days’ notice period.
22

23 **4.4 IMMEDIATE TERMINATION**

24 Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may
25 immediately suspend or terminate the participation of a Contractor in any or all products or
26 services by giving written notice thereof to Contractor when North Sound BH-ASO determines that
27 (i) based upon available information, the continued participation of the Contractor appears to
28 constitute an immediate threat or risk to the health, safety or welfare of individual(s), or (ii)
29 Contractor’s fraud, malfeasance, or non-compliance with any regulatory requirements is
30 reasonably suspected. During such suspension, the Contractor shall, as directed by North Sound
31 BH-ASO, discontinue the provision of all or a particular contracted Service to individual(s). During
32 the term of any suspension, Contractor shall notify individual(s) that their status as a Contractor
33 has been suspended. Such suspension will continue until the Contractor’s participation is
34 reinstated or terminated.
35

36 **4.5 TERMINATION DUE TO CHANGE IN FUNDING**

37 In the event funding from HCA, MCO, State, Federal, or other sources is withdrawn, reduced, or
38 limited in any way after the effective date of this Contract and prior to its normal completion,
39 either party may terminate this Contract subject to re-negotiations.
40

41 **4.5.1 TERMINATION PROCEDURE**

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

44
45 **4.5.1.1** Contractor and any applicable subcontractors shall cease to perform
46 any services required by this Contract as of the effective date of

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

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

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

33 4.5.1.4 If the Program Administrator terminates this Contract for default,
34 North Sound BH-ASO may withhold a sum from the final payment to
35 Contractor that North Sound BH-ASO determines is necessary to
36 protect North Sound BH-ASO against loss or additional liability
37 occasioned by the alleged default. North Sound BH-ASO shall be
38 entitled to all remedies available at law, in equity, or under this
39 Contract. If it is later determined Contractor was not in default, or if
40 Contractor terminated this Contract for default, Contractor shall be
41 entitled to all remedies available at law, in equity, or under this
42 Contract.
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Should the contract be terminated by either party, North Sound BH-ASO will require the spend-down of all remaining reserves and fund balances within the termination period. Funds will be deducted from the final months' payments until reserves and fund balances are spent. Should the contract be terminated by either party, Contractor shall be responsible to provide all behavioral health services through the end of the month for which they have received payment.

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

2 **5.1 GENERAL FISCAL ASSURANCES**

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

10
11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Contractor 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 Contractor. 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 Contractor 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 Contractor'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 Contractor 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 Contractor
35 for satisfactory completion of the services and
36 requirements specified in this Contract and its attached
37 exhibit(s).

38 5.2.5.1.2 The Contractor shall submit an invoice within 30 days from
39 the service month (i.e., services in June invoiced on or
40 before August 1st) along with all accompanying reports as
41 specified in the attached exhibit(s), including its final
42 invoice and all outstanding reports. The North Sound BH-
43 ASO shall initiate authorization for payment to the

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

3 5.2.5.1.3 The Contractor shall submit its final invoice and all
4 outstanding reports as specified in this contract and its
5 attached exhibit(s). If the Contractor’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 Contractor 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 Contractor 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 Contractor 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 Contractor support in the pursuit of third-
21 party payments for all crisis services.

22
23 Contractor 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 Contractor and subcontractors and e) audits and inspections of financial
9 records of Contractor and subcontractors.

10
11 Contractor shall notify North Sound BH-ASO when an entity other than North Sound BH-
12 ASO 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 Contractor 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 Contractor to submit requested information. North Sound BH-ASO
21 will also review any activities delegated under this contract to Contractor.

22
23 **6.2 REMEDIAL ACTION**

24 North Sound BH-ASO may require Contractor to plan and execute corrective action.
25 Corrective Action Plan (CAP) developed by Contractor 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
33 6.2.1.1 A brief description of the findings; and

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

37
38 6.2.2 CAP may:

39 Require modification of any P&P's by Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor has failed to perform any administrative function required under this Contract, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of behavioral health services.
 - 6.2.4.5 Contractor 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 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 Contractor 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 Contractor 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;
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.
42 Contractor shall ensure its staff takes those rights into account when furnishing
43 services to 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 Contractors 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 Contractor and any subcontractors must comply with 42-USC 1396u-2 and must
- 8 not knowingly have a director, officer, partner, or person with a beneficial
- 9 ownership of more than five (5%) of Contractor, BHA or subcontractor's equity, or
- 10 an employee, Contractor, or consultant who is significant or material to the
- 11 provision of services under this Contract, who has been, or is affiliated with
- 12 someone who has been, debarred, suspended, or otherwise excluded by any
- 13 federal agency.
- 14 7.5.23 Federal and State non-discrimination laws and regulations;
- 15 7.5.24 HIPAA (45 CFR parts 160-164);
- 16 7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;
- 17 7.5.26 HCA-CIS Data Dictionary and its successors;
- 18 7.5.27 Federal funds must not be used for any lobbying activities.
- 19 7.5.28 Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

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

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

27
 28 7.6 **COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

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

35
 36 7.7 **CONFIDENTIALITY OF PERSONAL INFORMATION**

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

1 purposes directly connected with the administration of this Contract and the State
2 Medicaid Plan. Contractor shall read and comply with all HIPAA policies.

3
4 **7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

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

14
15 **7.9 COOPERATION**

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

18
19 **7.10 DEBARMENT CERTIFICATION**

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

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

29
30 The Contractor shall immediately notify North Sound BH-ASO if, during the term of this
31 Contract, the Contractor becomes debarred. North Sound BH-ASO may immediately
32 terminate this Contract by providing Contractor written notice in accord with Subsection
33 6.3 of this Contract if the Contractor becomes debarred during the term hereof

34
35 **7.11 EXCLUDED PARTIES**

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

39
40 Contractor shall monitor for excluded individuals and entities by:
41
42
43

- 1 7.11.1 Screening Contractor and subcontractor’s employees and individuals and
2 entities with an ownership or control interest for excluded individuals and
3 entities prior to entering into a contractual or other relationship where the
4 individual or entity would benefit directly or indirectly from funds received
5 under this Contract.
- 6 7.11.2 Screening monthly newly added Contractor and subcontractor’s employees and
7 individuals and entities with an ownership or control interest for excluded
8 individuals and entities that would benefit directly or indirectly from funds
9 received under this Contract.
- 10 7.11.3 Screening monthly Contractor and subcontractor’s employees and individuals
11 and entities with an ownership or control interest that would benefit from
12 funds received under this Contract for newly added excluded individuals and
13 entities.

14
15 Report to North Sound BH-ASO:

- 16
- 17 7.11.4 Any excluded individuals and entities discovered in the screening within 10
18 business days;
- 19 7.11.5 Any payments made by Contractor that directly or indirectly benefit excluded
20 individuals and entities and the recovery of such payments;
- 21 7.11.6 Any actions taken by Contractor to terminate relationships with Contractor and
22 subcontractor’s employees and individuals with an ownership or control
23 interest discovered in the screening;
- 24 7.11.7 Any Contractor and subcontractor’s employees and individuals with an
25 ownership or control interest convicted of any criminal or civil offense
26 described in SSA section 1128 within 10 business days of Contractor becoming
27 aware of the conviction;
- 28 7.11.8 Any subcontractor terminated for cause within 10 business days of the
29 effective date of termination to include full details of the reason for
30 termination;
- 31 7.11.9 Any Contractor and subcontractor’s individuals and entities with an ownership
32 or control interest.

33

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

36

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

40

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

43

44 Civil monetary penalties may be imposed against Contractor if it employs or enters into a

1 contract with an excluded individual or entity to provide goods or services to enrollees
2 (SSA section 1128A(a) and 42 CFR 1003.102(a)(2)).

3
4 An individual or entity is considered to have an ownership or control interest if they have
5 direct or indirect ownership of five percent (5%) or more, or are a managing employee
6 (i.e., a general manager, business manager, administrator, or director) who exercises
7 operational or managerial control or who directly or indirectly conducts day-to-day
8 operations (SSA section 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).
9

10 In addition, if North Sound BH-ASO/MCO/HCA notifies Contractor that an individual or
11 entity is excluded from participation by HCA, Contractor shall terminate all beneficial,
12 employment, contractual and control relationships with the excluded individual or entity
13 immediately.
14

15 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL**
16 **HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

17 Although North Sound BH-ASO, Contractor and subcontractors mutually recognize that
18 services under this Contract may be provided by Contractor and subcontractors to
19 individuals under the Medicaid program, RCW 71.05 and 71.34 and the Community
20 Behavioral Health Services Act, RCW 71.24, it is not the intention of either North Sound
21 BH-ASO or Contractor, that such individuals, or any other persons, occupy the position of
22 intended third-party beneficiaries of the obligations assumed by either party to this
23 Contract. Such third parties shall have no right to enforce this Contract.
24

25 **7.13 EXECUTION, AMENDMENT AND WAIVER**

26 This Contract shall be binding on all parties only upon signature by authorized
27 representatives of each party. This Contract or any provision may be amended during the
28 contract period, if circumstances warrant, by a written amendment executed by all
29 parties. Only North Sound BH-ASO's Program Administrator or designee has authority to
30 waive any provision of this Contract on behalf of North Sound BH-ASO.
31

32 **7.14 HEADINGS AND CAPTIONS**

33 The headings and captions used in this Contract are for reference and convenience only
34 and in no way define, limit, or decide the scope or intent of any provisions or sections of
35 this Contract.
36

37 **7.15 INDEMNIFICATION**

38 Contractor shall be responsible for and shall indemnify and hold North Sound BH-ASO
39 harmless (including all costs and attorney fees) from all claims for personal injury,
40 property damage and/or disclosure of confidential information, including claims against
41 North Sound BH-ASO for the negligent hiring, retention and/or supervision of Contractor
42 and/or from the imposition of governmental fines or penalties resulting from the acts or
43 omissions of Contractor and its subcontractors related to the performance of this
44 contract. North Sound BH-ASO shall be responsible and shall indemnify and hold

1 Contractor harmless (including all costs and attorney fees) from all claims for personal
2 injury, property damage and disclosure of confidential information and from the
3 imposition of governmental fines or penalties resulting from the acts or omissions of
4 North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful
5 misconduct of North Sound BH-ASO, Contractor shall indemnify and hold North Sound BH-
6 ASO harmless from any claims made by non-participating BHAs related to the provision of
7 services under this Contract. For the purposes of these indemnifications, the Parties
8 specifically and expressly waive any immunity granted under the Washington Industrial
9 Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed to by
10 the Parties. The provision of this section shall survive the expiration or termination of the
11 Contract.

12
13 **7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

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

24
25 **7.17 INSURANCE**

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

29
30 By the date of execution of this Contract and post 15 days renewal of said contract, the
31 Contractor shall procure and maintain insurance for the duration of this Contract,
32 Contractor shall carry Commercial General Liability (CGL) Insurance to include coverage for
33 bodily injury, property damage, and contractual liability, with the following minimum
34 limits: Each Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include
35 liability arising out of premises, operations, independent contractors, personal injury,
36 advertising injury, and liability assumed under an insured contract. The costs of such
37 insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish
38 separate certificates of insurance and policy endorsements for each subcontractor as
39 evidence of compliance with the insurance requirements of this Contract. The Contractor
40 is responsible for ensuring compliance with all of the insurance requirements stated
41 herein. Failure by the Contractor, its agents, employees, officers, subcontractors,
42 Contractors, and/or Contractor subcontractors to comply with the insurance requirements
43 stated herein shall constitute a material breach of this Contract. All non-risk pool policies
44 shall name North Sound BH-ASO as a covered entity under said policy(s).
45

1 7.18 **INTEGRATION**

2 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
3 parties. No other understandings, oral or otherwise, regarding the subject matter of this
4 Contract shall be deemed to exist or to bind any of the parties hereto.
5

6 7.19 **MAINTENANCE OF RECORDS**

7 Contractor shall prepare, maintain and retain accurate records, including appropriate
8 medical records and administrative and financial records, related to this Agreement and to
9 Services provided hereunder in accordance with industry standards, applicable federal and
10 state statutes and regulations, and state and federal sponsored health program
11 requirements. Such records shall be maintained for the maximum period required by
12 federal or state law. North Sound BH-ASO shall have continued access to Contractor's
13 records as necessary for North Sound BH-ASO to perform its obligations hereunder, to
14 comply with federal and state laws and regulations, and to ensure compliance with
15 applicable accreditation and HCA requirements.
16

17 Contractor shall completely and accurately report encounter data to North Sound BH-ASO
18 and shall certify the accuracy and completeness of all encounter data submitted.

19 Contractor shall ensure that it and all of its subcontractors that are required to report
20 encounter data, have the capacity to submit all data necessary to enable the North Sound
21 BH-ASO to meet the reporting requirements in the Encounter Data Transaction Guide
22 published by HCA, or other requirements HCA may develop and impose on North Sound
23 BH-ASO or Contractor.
24

25 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
26 sponsored health programs and associated contracts, Contractor shall provide to North
27 Sound BH-ASO direct access and/or copies of all information, encounter data, statistical
28 data, and treatment records pertaining to Members who receive Services hereunder, or in
29 conjunction with claims reviews, quality improvement programs, grievances and appeals
30 and peer reviews.
31

32 7.20 **NOTICE OF AMENDMENT**

33 Except when a longer period is requested by applicable law, North Sound BH-ASO may
34 amend this Agreement upon 30 days prior written notice to Contractor. If Contractor does
35 not deliver to North Sound BH-ASO a written notice of rejection of the amendment within
36 that 30-day period, the amendment shall be deemed accepted by and shall be binding
37 upon Contractor.
38

39 7.21 **NO WAIVER OF RIGHTS**

40 A failure by either party to exercise its rights under this Contract shall not preclude that
41 party from subsequent exercise of such rights and shall not constitute a waiver of any
42 other rights under this Contract unless stated to be such in writing signed by an authorized
43 representative of the party and attached to the original Contract.
44

1 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver
2 of any subsequent breach and shall not be construed to be a modification of the terms
3 and conditions of this Contract.
4

5 **7.22 ONGOING SERVICES**

6 Contractor and its subcontractors shall ensure in the event of labor disputes or job actions,
7 including work slowdowns, such as “sick outs”, or other activities within its service BHA
8 network, uninterrupted services shall be available as required by the terms of this
9 Contract.
10

11 **7.23 ORGANIZATIONAL CHANGES**

12 The Contractor shall provide North Sound BH-ASO with ninety (90) calendar days’ prior
13 written notice of any change in the Contractor’s ownership or legal status. The Contractor
14 shall provide North Sound BH-ASO written notice of any changes to the Contractor’s
15 executive officers, executive board members, or medical directors within seven (7)
16 Business Days.
17

18 **7.24 OVERPAYMENTS**

19 In the event Contractor fails to comply with any of the terms and conditions of this
20 Contract and results in an overpayment, North Sound BH-ASO may recover the amount
21 due HCA, MCO, or other federal or state agency subject to dispute resolution as set forth
22 in the contract. In the case of overpayment, Contractor shall cooperate in the recoupment
23 process and return to North Sound BH-ASO the amount due upon demand.
24

25 **7.25 OWNERSHIP OF MATERIALS**

26 The parties to this Contract hereby mutually agree that if any patentable or copyrightable
27 material or article should result from the work described herein, all rights accruing from
28 such material or article shall be the sole property of North Sound BH-ASO. The North
29 Sound BH-ASO agrees to and does hereby grant to the Contractor, irrevocable,
30 nonexclusive, and royalty-free license to use, according to law, any material or article and
31 use any method that may be developed as part of the work under this Contract.
32

33 The foregoing products license shall not apply to existing training materials, consulting
34 aids, checklists, and other materials and documents of the Contractor which are modified
35 for use in the performance of this Contract.
36

37 The foregoing provisions of this section shall not apply to existing training materials,
38 consulting aids, checklists, and other materials and documents of the Contractor that are
39 not modified for use in the performance of this Contract.
40

41 **7.26 PERFORMANCE**

42 Contractor shall furnish the necessary personnel, materials/behavioral health services and
43 otherwise do all things for, or incidental to, the performance of the work set forth here
44 and as attached. Unless specifically stated, Contractor is responsible for performing or

1 ensuring all fiscal and program responsibilities required in this contract. No subcontract
2 will terminate the legal responsibility of Contractor to perform the terms of this Contract.
3

4 **7.27 RESOLUTION OF DISPUTES**

5 The parties wish to provide for prompt, efficient, final, and binding resolution of disputes
6 and controversies that may arise under this Agreement and therefore establish this
7 dispute resolution Procedure. All claims, disputes and other matters in question between
8 the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the
9 following dispute resolution procedure unless the parties mutually agree in writing
10 otherwise:

- 11 a. The parties shall use their best efforts to resolve issues prior to giving written
12 Notice of Dispute;
- 13 b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a
14 designated representative) shall together or, if both parties agree, with a mediator
15 meet, confer, and attempt to resolve the claim; and
- 16 c. The terms of the resolution of all claims concluded in meetings shall be
17 memorialized in writing and signed by each party.
18

19
20 Arbitration: If the claim is not resolved within 30 days, the parties shall proceed to
21 arbitration as follows:

- 22 a. Demand for arbitration shall be made in writing to the other party. The parties
23 shall select one person as arbitrator;
- 24 b. If there is a delay of more than 10 days in the naming of the arbitrator, either party
25 can ask the presiding judge of Skagit County to name the arbitrator;
- 26 c. The prevailing party shall be entitled to recover from the other party all costs and
27 expenses, including reasonable attorney fees. The arbitrators shall determine
28 which party, if any, is the prevailing party;
- 29 d. The parties agree that the arbitrators' decision shall be binding, final and
30 appealable to Skagit County Superior Court only as provided in RCW Chapter
31 7.04A;
- 32 e. Unless the parties agree in writing otherwise, the unresolved claims in each notice
33 of dispute shall be considered at an arbitration session which shall occur in Skagit
34 County no later than 30 days after the close of the meeting described in paragraph
35 (b) at the top of this page;
- 36 f. The Provisions of this section shall, with respect to any controversy or claim,
37 survive the termination or expiration of this Agreement;
- 38 g. Nothing contained in this Agreement shall be deemed to give the arbitrator the
39 power to change any of the terms and conditions of this Agreement in any way;
- 40 h. The prevailing party in any action to compel arbitration or to enforce an arbitration
41 award shall be awarded its costs, including attorney fees. Venue for any such
42 action is exclusively Skagit County Superior Court; and
43

- 1 i. This Agreement shall be governed by laws of the State of Washington, both as to
2 interpretation and performance. Washington statutes of limitation apply to
3 arbitration proceedings under this agreement.
4

5 **7.28 SEVERABILITY AND CONFORMITY**

6 The provisions of this Contract are severable. If any provision of this Contract, including
7 any provision of any document incorporated by reference is held invalid by any court, that
8 invalidity shall not affect the other provisions of this Contract and the invalid provision
9 shall be considered modified to conform to existing law.
10

11 **7.29 SINGLE AUDIT ACT**

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

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

33 For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart
34 F, Medicaid payments to a sub recipient for providing patient care services to Medicaid
35 eligible individuals are not considered Federal awards expended under this part of the rule
36 unless a State requires the fund to be treated as Federal awards expended because
37 reimbursement is on a cost-reimbursement basis.
38

39 **7.30 SUBCONTRACTS**

40 Contractor may subcontract services to be provided under this Contract subject to the
41 following requirements.
42

- 43 7.30.1 The Contractor shall not assign or subcontract any portion of this Contract or
44 transfer or assign any claim arising pursuant to this Contract without the written

- 1 consent of North Sound BH-ASO Said consent must be sought in writing by the
2 Contractor not less than 15 days prior to the date of any proposed assignment.
- 3 7.30.2 Contractor shall be responsible for the acts and omissions of any subcontractor.
- 4 7.30.3 Contractor must ensure the subcontractor neither employs any person nor
5 contracts with any person or BHA excluded from participation in federal health
6 care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred
7 or suspended per this Contract's General Terms and Conditions.
- 8 7.30.4 Contractor shall require subcontractors to comply with all applicable federal and
9 state laws, regulations and operational policies as specified in this Contract.
- 10 7.30.5 Contractor shall require subcontractors to comply with all applicable North
11 Sound BH-ASO operational policies as applicable.
- 12 7.30.6 Subcontracts for the provision of behavioral health services must require
13 subcontractors to provide individuals access to translated information and
14 interpreter services.
- 15 7.30.7 Contractor shall ensure a process is in place to demonstrate all third-party
16 resources are identified and pursued.
- 17 7.30.8 Contractor shall oversee, be accountable for and monitor all functions and
18 responsibilities delegated to a subcontractor for conformance with any
19 applicable statement of work in this Contract on an ongoing basis including
20 written reviews.
- 21 7.30.9 Contractor will monitor performance of the subcontractors on an annual basis
22 and notify North Sound BH-ASO of any identified deficiencies or areas for
23 improvement requiring corrective action by Contractor.
- 24 7.30.10 The Contractor agrees to include the following language verbatim in every
25 subcontract for services which relate to the subject matter of this Contract:
26 "Subcontractor shall protect, defend, indemnify, and hold harmless North Sound
27 BH-ASO its officers, employees and agents from any and all costs, claims,
28 judgments, and/or awards of damages arising out of, or in any way resulting from
29 the negligent act or omissions of subcontractor, its officers, employees, and/or
30 agents in connection with or in support of this Contract. Subcontractor expressly
31 agrees and understands that North Sound BH-ASO is a third-party beneficiary to
32 this Contract and shall have the right to bring an action against subcontractor to
33 enforce the provisions of this paragraph."
- 34
- 35 Those written subcontracts shall:
- 36
- 37 7.30.11 Require subcontractors to hold all necessary licenses, certifications/permits as
38 required by law for the performance of the services to be performed under this
39 Contract;
- 40 7.30.12 Require subcontractors to notify Contractor in the event of a change in status of
41 any required license or certification;
- 42 7.30.13 Include clear means to revoke delegation, impose corrective action, or take other
43 remedial actions if the subcontractor fails to comply with the terms of the
44 subcontract;

- 1 7.30.14 Require the subcontractor to correct any areas of deficiencies in the
2 subcontractor's performance that are identified by Contractor, North Sound BH-
3 ASO/HCA;
4 7.30.15 Require best efforts to provide written or oral notification within 15 business
5 days of termination of a Primary Care Contractor (PCP) to individuals currently
6 open for services who had received a service from the affected PCP in the
7 previous 60 days. Notification must be verifiable in the individual's medical
8 record at the subcontractor.
9

10 7.31 **SURVIVABILITY**

11 The terms and conditions contained in this Contract by their sense and context are
12 intended to survive the expiration of this Contract and shall so survive. Surviving terms
13 include but are not limited to: Financial Terms and Conditions, Single Audit Act, Contract
14 Performance and Enforcement, Confidentiality of Individual Information, Resolution of
15 Disputes, Indemnification, Oversight Authority, Maintenance of Records, Ownership of
16 Materials and Contract Administration Warranties and Survivability.
17

18 7.32 **TREATMENT OF PROPERTY**

19 Unless otherwise provided in this Contract, Contractor shall ensure any adult individual
20 receiving services from Contractor under this Contract has unrestricted access to the
21 individual's personal property. Contractor shall not interfere with any adult individual's
22 ownership, possession, or use of the individual's property unless clinically indicated.
23 Contractor shall provide individuals under age 18 with reasonable access to their personal
24 property that is appropriate to the individual's age, development and needs. Upon
25 termination of this Contract, Contractor shall immediately release to the individual and/or
26 guardian or custodian all the individual's personal property.
27

28 7.33 **WARRANTIES**

29 The parties' obligations are warranted and represented by each to be individually binding
30 for the benefit of the other party. Contractor warrants and represents it is able to
31 perform its obligations set forth in this Contract and such obligations are binding upon
32 Contractor and other subcontractors for the benefit of North Sound BH-ASO.
33

34 7.34 **CONTRACT CERTIFICATION**

35 By signing this Contract, the Contractor certifies that in addition to agreeing to the terms
36 and conditions provided herein, the Contractor certifies that it has read and understands
37 the contracting requirements and agrees to comply with all of the contract terms and
38 conditions detailed on this contract and exhibits incorporated herein by reference.
39

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 Contractor is:

9
10 Christi Brua Weaver, Behavioral Health Coordinator
11 Skagit County Human Services
12 309 S. 3rd Street
13 Mount Vernon, WA 98273
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**

SKAGIT COUNTY

21
22
23
24
25 _____
26 Lindsay Lopes
Deputy Director

Date

_____ (see attached signature pages)

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: SKAGIT COUNTY

CONTRACT: NS BH-ASO-SKAGIT COUNTY-INTERLOCAL-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 Skagit County 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>		
	Mental Health Outpatient and Medication Management	Chapter 19
	Opiate Treatment Program (OTP)	Chapter 19
	Substance Use Disorder Outpatient Benefit	Chapter 19
<i>Evaluation and Treatment (E&T)</i>		Chapter XX
	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
01/01/2026 – 06/30/2027	Designated Cannabis Account (DCA)	Chapter 19
	Evaluation & Treatment (E&T) Discharge Planners	Chapter 19

	Governor's Housing/Homeless Initiative – Rental Voucher & Bridge Program	Chapter 19
	Homeless Outreach Stabilization Team (HOST)	Chapter 19
01/01/2026 – 06/30/2027	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
01/01/2026 – 06/30/2027	Trueblood Misdemeanor Diversion	Chapter 19
<i>Federal Block Grant</i>		
01/01/2026 – 06/30/2027	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>		<i>Chapter XX</i>
	Department of Commerce – CBRA	Chapter 19



EXHIBIT B: COMPENSATION SCHEDULE

The following services are Fee for Service and paid based on Place of Service. Rates listed are per hour and will be paid in 15 minute increments.

Service Detail/Provider Type	Office/Telehealth		Outreach	
	Group	Individual	Group	Individual
<i>Outpatient Services - Mental Health (within available resources)</i>				
Psychiatrist/MD/DO	\$142.89	\$571.55	\$142.89	\$571.55
Nurse Practitioner/Physician Assistant	\$90.56	\$362.25	\$90.56	\$362.25
Registered Nurse/LPN	\$56.93	\$227.70	\$73.89	\$295.55
PhD and Masters-Level Providers	\$47.44	\$189.75	\$61.53	\$246.10
Bachelor's, AA Level Clinician	\$35.36	\$141.45	\$46.00	\$184.00
Peer Counselor – Certified	\$27.89	\$111.55	\$36.23	\$144.90
Medical Assistant – Certified	\$27.89	\$111.55	\$36.23	\$144.90
Interpreter	\$31.40	\$125.58	\$31.40	\$125.58
<i>Outpatient Services – Substance Use Disorder (within available resources)</i>				
Bachelor's, AA Level Clinician	\$35.36	\$85.96	\$46.00	\$85.96
Substance Use Disorder Professional (SUDP)	\$47.44	\$189.75	\$61.53	\$246.10
Substance Use Disorder Professional Trainee (SUDPT)	\$38.24	\$152.95	\$49.74	\$198.95
Interpreter	\$31.40	\$125.58	\$31.40	\$125.58
PhD and Masters-Level Providers	\$47.44	\$189.75	\$61.53	\$246.10
Psychiatrist/MD/DO	\$142.89	\$571.55	\$142.89	\$571.55
Nurse Practitioner/Physician Assistant	\$90.56	\$362.25	\$90.56	\$362.25
Registered Nurse	\$56.93	\$227.70	\$73.89	\$295.55

Service Detail/Provider Type	Office/Telehealth		Outreach	
	Group	Individual	Group	Individual
<i>Intensive Outpatient Services Mental Health (within available resources)</i>				
Bachelor's, AA Level Clinician	\$40.67	\$162.67	\$52.90	\$211.60
Interpreter	\$31.40	\$125.58	\$31.40	\$125.58
PhD and Masters-Level Providers	\$54.55	\$218.21	\$70.75	\$283.02
Psychiatrist/MD/DO	\$142.89	\$571.55	\$142.89	\$571.55
Nurse Practitioner/Physician Assistant	\$90.56	\$362.25	\$90.56	\$362.25
Peer Counselor - Certified	\$32.07	\$128.28	\$41.66	\$166.64
Registered Nurse	\$65.46	\$261.86	\$84.97	\$339.88

The following services are paid based on the indicated payment methodology.

*Refer to Provider Contract for specific budget allocation.

Service and Payment Type	Service Detail	Payment Methodology
<i>Opioid Treatment Program</i>		
Per Dose Inclusive Bundled Case Rate	Opiate Treatment Program (Opiate Substitution Treatment)	\$28.18 per dose
<i>Program for Assertive Community Treatment (PACT) Non-Medicaid only</i>		
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT)	\$4,268.44 per person per month*

Service and Payment Type	Service Detail	Payment Methodology
<i>Crisis Services</i>		
Monthly	Mobile Crisis Outreach Teams (to include adult and child/youth teams)	Cost Reimbursement*

Service and Payment Type	Service Detail	Payment Methodology
Monthly	Endorsed Mobile Crisis Outreach Teams (to include adult and child/youth teams)	Cost Reimbursement*
Monthly	Stabilization & ITA Services	Cost Reimbursement*
Monthly	Crisis Toll Free Telephone Services	Cost Reimbursement*
Monthly	Emergency Chat Line Services	Cost Reimbursement*
<i>Triage (in region & within available resources)</i>		
Capacity	Stabilization Triage	% Non-Medicaid Monthly*
Capacity	Stabilization Triage/Withdrawal Mgmt.	% Non-Medicaid Monthly*

The following services are paid based on cost reimbursement.

**Refer to Provider Contract for specific fee for service (FFS) provider rate.

Service and Payment Type	Service Detail	Payment Range
<i>Withdrawal Management Services (within available resources)</i>		
Daily Rate	Medically Managed Withdrawal Management (formerly Acute Withdrawal Management) - in region	\$310.00- \$470.60**
% Non-Medicaid Monthly	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management) - in region	Cost Reimbursement**
Daily Rate	Secure Detoxification	\$525.00 to \$793.00**
<i>Substance Use Disorder Residential (within available resources)</i>		
Daily Rate	Adult Intensive Residential	\$237.90 - \$415.92**
Daily Rate	Adult Long Term Residential	\$85.40 - \$276.52**
Daily Rate	Adult Recovery House Residential	\$65.88 - \$221.87**
Daily Rate	PPW Intensive Residential without Child	\$147.64 to \$235.62**

Service and Payment Type	Service Detail	Payment Range
Daily Rate	PPW Intensive Residential with Child	\$182.52 to \$264.33**
Daily Rate	Therapeutic Intervention for Children	\$58.05 to \$78.83**
Daily Rate	Youth Intensive Residential	\$175.50 to \$418.00**
Daily Rate	Youth Long Term Residential	\$160.00 to \$263.00**
Daily Rate	Youth Recovery House Residential	\$160.00 to \$286.43**
<i>Evaluation and Treatment</i>		
Per Bed Day	Evaluation and Treatment Services 16 bed Facility	\$1,060.00-\$1,279.95**
Daily Rate	Out of Region E&T Services	HCA published rate



EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: SKAGIT COUNTY

CONTRACT: NS BH-ASO-SKAGIT COUNTY-INTERLOCAL-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
Co-Responder Quarterly Report	Quarterly	15 th of the month following the quarter being reported (1/15, 4/15, 7/15, 10/15)
Trueblood Semi-Annual Report	Semi-Annual	10 th 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
Jail Transition Services Report	Annual	Annually by August 15 th

DELIVERABLE	FREQUENCY	DUE DATE
Ownership and Control Disclosure Form	Annual	Annually on January 31 st , or more frequently when changes occur

North Sound Behavioral Health Administrative Services Organization Skagit County	
FUNDING OVERVIEW	
Six Month Budget January 1, 2026 to June 30, 2026	
<p>The below is an overview of funding for all services/programs for the time period referenced above. Refer to each individual budget page for specific information regarding revenue and expenses.</p>	
Program/Service	Total Allotment
Co-Responder	\$ 295,453.90
Dedicated Cannabis Account (DCA)	\$ 35,490.00
Jail Transition Services	\$ 20,583.00
Trueblood	\$ 11,415.37
Total Contract Amount	\$ 362,942.27

North Sound Behavioral Health Administrative Services Organization Co-Responder Cost Reimbursement Budget Skagit County Human Services		
Six Month Budget January 1, 2026 to June 30, 2026		
Revenues		
MHBG Funds	\$	112,596.00
MHBG Sheriff Funds	\$	38,617.50
SUPTRS Funds	\$	107,404.00
SUPTRS Sheriff Funds	\$	36,836.40
Total	\$	295,453.90
Expenses		
Co-Responder Expense	\$	295,453.90
Total	\$	295,453.90
Budget Amount	\$	295,453.90
Expenses		-
Balance	\$	295,453.90

**Substance Use Prevention Treatment and Recovery Support
 Services (SUPTRS) Formerly (SABG)**

North Sound Behavioral Health Administrative Services Organization Dedicated Cannabis Account Program Cost Reimbursement Budget Skagit County Human Services		
Six Month Budget January 1, 2026 to June 30, 2026		
Revenues		
Dedicated Cannabis Account Funding	\$	35,490.00
Total	\$	35,490.00
Expenses		
Dedicated Cannabis Account	\$	35,490.00
Total	\$	35,490.00
Budget Amount	\$	35,490.00
Expenses		-
Balance	\$	35,490.00

North Sound Behavioral Health Administrative Services Organization Jail Services Program Cost Reimbursement Budget Skagit County Human Services		
Six Month Budget January 1, 2026 to June 30, 2026		
Revenues		
Jail Services Funding	\$	20,583.00
Total	\$	20,583.00
Expenses		
Jail Services	\$	20,583.00
Total	\$	20,583.00
Budget Amount	\$	20,583.00
Expenses		-
Balance	\$	20,583.00

North Sound Behavioral Health Administrative Services Organization Trueblood Program Cost Reimbursement Budget Skagit County Human Services		
Six Month Budget January 1, 2026 to June 30, 2026		
Revenues		
Trueblood Funding	\$	11,415.37
Total	\$	11,415.37
Expenses		
Trueblood Expenses	\$	11,415.37
Total	\$	11,415.37
Budget Amount	\$	11,415.37
Expenses		-
Balance	\$	11,415.37