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

CONTRACT
FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK

WITH

BRIDGEWAYS

CONTRACT #NS BH-ASO-BRIDGEWAYS-ICN-20260701

Contract Effective July 1, 2026

TABLE OF CONTENTS

EXHIBITS

Incorporation of Exhibits

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

Exhibit A – Schedule of Services

Exhibit B – Compensation Schedule

Exhibit C - Provider Deliverables

Exhibit D – Funding Overview & Budget

Exhibit F – Federal Subaward Identification

Exhibit G – Attachment 1 – Statement of Work

Exhibit H – Attachment 2 – Substance Abuse and Mental health Services Administration (SAMHSA) Federal Fiscal Year 2025 – Standard Terms and Conditions

Exhibit I – Attachment 3 – Federal Compliance, Certification, and Assurances

Exhibit J – Attachment 5: Center for Mental Health Services (CMHS) Government Performance and Results Act (GRPA) Performance Measures

CONTRACT FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK

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 BRIDGEWAYS, (Provider), a Washington Behavioral Health Agency, 5801 23RD Dr. W, Everett, WA 98203.

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 (22), 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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

II. CONTRACT

The effective date of this Contract is July 1, 2026.

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

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

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

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

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

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

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

ARTICLE ONE – DEFINITIONS

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

1.1 **23-HOUR CRISIS RELIEF CENTER (CRC)**
"23-Hour Crisis Relief Center (CRC)" means a community-based facility or portion of a facility which is licensed or certified by the department of health[CP1.1] and open 24 hours a day, seven days a week, offering access to mental health and substance use care for no more than 23 hours and 59 minutes at a time per patient, and which accepts all behavioral health crisis walk-ins drop-offs from first responders, and individuals referred through the 988 system regardless of behavioral health acuity, and meets the requirements under RCW 71.24.916.

1.2 **AGREEMENT**
"Agreement" means the Contract for participation in the North Sound ICN entered into between North Sound BH-ASO and Provider, including all attachments and incorporated documents or materials, including this North Sound ICN Provider Base Contract.

1.3 **BEHAVIORAL HEALTH**
"Behavioral Health" means mental health and SUD conditions and related services.

1.4 **BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**
"BH-ASO" means an entity selected by HCA to administer behavioral health programs, including Crisis Services, in-home stabilization, and Facility-based Crisis Stabilization, including Crisis Relief Centers for Individuals in a defined Regional Service Area (RSA), regardless of an Individual's ability to pay, including Medicaid eligible members.

1.5 **BEHAVIORAL HEALTH EMERGENCY**
"Behavioral Health Emergency" means a person is experiencing a significant behavioral health crisis that requires an immediate in-person response due to level of risk or lack of means for safety planning as defined in WAC 182-140-0010. Crisis response must occur within one hour from referral.

1.6 **Behavioral Health Professional**
"Behavioral Health Professional " means a licensed physician, board certified or board eligible in Psychiatry or Child and Adolescent Psychiatry, Addiction Medicine or Addiction Psychiatry, licensed doctoral level psychologist and psychological associate, Psychiatric Advanced Registered Nurse Practitioner (ARNP), or a licensed pharmacist.

1.7 **Behavioral Health Service Provider**
"Behavioral Health Service Provider" means a public or private agency that provides mental health, substance use disorder, or co-occurring disorder services to persons with Behavioral Health disorders as defined under this section and receives funding from public sources. This includes, but is not limited to hospitals licensed under chapter 70.41 RCW;

Evaluation and Treatment Facilities; community mental health service delivery systems or community Behavioral Health programs as defined in RCW 71.24.025; licensed or certified Behavioral Health agencies under RCW 71.24.037; an entity with a Tribal attestation that it meets minimum standards or a licensed or certified Behavioral Health agency as defined in RCW 71.24.025; facilities conducting competency evaluations and restoration under chapter 10.77 RCW; approved substance use disorder treatment programs as defined in this section; Secure Withdrawal Management and Stabilization Facilities as defined in this section; and correctional facilities operated by state, local, and Tribal governments.

1.8 **CARE COORDINATION**

"Care Coordination" means an Individual's healthcare needs are coordinated with the assistance of a primary point of contact. The point of contact provides information to the Individual and the Individual's caregivers and works with the Individual to ensure the Individual receives the most appropriate treatment, while ensuring that care is not duplicated.

1.9 **CODE OF FEDERAL REGULATIONS (CFR)**

"Code of Federal Regulations (C.F.R.)" means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at: https://www.eC.F.R..gov/.

1.10 **CONDITIONAL RELEASE**

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

1.11 **CONFIDENTIAL INFORMATION**

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

1.12 **CONTRACTED SERVICES**

"Contracted Services" means services that are to be provided by the Contractor under the terms of this Contract within Available Resources.

1.13 **CONTRACTOR**

"Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, officers, directors, partners, employees, and/or agents.

1.14 **COST REIMBURSEMENT**

"Cost Reimbursement" means the services are reimbursed for actual costs up to the maximum consideration allowed in this Contract.

1.15 **CRISIS**

"Crisis" means a behavioral health crisis, defined as a turning point, or a time, a stage, or an event, whose outcome includes a distinct possibility of an undesirable outcome.

1.16 **CRISIS SERVICES (BEHAVIORAL HEALTH)**

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

1.17 **CRISIS STABILIZATION UNIT (CSU)**

"Crisis Stabilization Unit (CSU)" means a short-term facility or a portion of a facility licensed or certified by the department, such as an evaluation and treatment facility or a hospital, which has been designed to assess, diagnose, and treat individuals experiencing an acute crisis without the use of long-term hospitalization, or to determine the need for involuntary commitment of an individual, and meets the requirements under RCW 71.24.645.

1.18 **CRITICAL INCIDENT**

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

1.19 **CULTURAL HUMILITY**

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

1.20 **CULTURALLY APPROPRIATE CARE**

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

1.21 **DEBARMENT**

"Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

1.22 **DESIGNATED CRISIS RESPONDER**

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

1.23 **EMERGENT CARE**

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

1.24 **ENDORSEMENT**

"Endorsement" means Health Care Authority (HCA) has determined the Mobile Rapid Response Crisis Team (MRRCT) or Community Based Crisis Team (CBCT) meet all the Endorsement criteria standards identified in chapter 182-140 WAC. The Endorsement is a voluntary designation that a MRRCT or CBCT may obtain to signify that it maintains the capacity to respond to people who are experiencing a significant Behavioral Health emergency requiring an urgent, in-person response.

1.25 **FACILITY**

"Facility" means, but is not limited to, a hospital, an inpatient rehabilitation center, Long-Term and Acute Care (LTAC) center, skilled nursing facility, and nursing home.

1.26 **FACILITY-BASED STABILIZATION SERVICES**

"Facility-based Stabilization Services" (also referred to as Crisis Stabilization Facilities) means Crisis Stabilization Services provided in a facility licensed by DOH and certified by DBHR as either CSU or CRCs.

1.27 **FIRST RESPONDERS**

First Responder means individuals with specialized training who are among the first to arrive and provide assistance at the scene of an emergency. First Responders typically

include law enforcement officers, firefighters, medical and hospital emergency rooms, and 911 call centers.

1.28 **FRAUD**

"Fraud" means an intentional deception or misrepresentation made by an individual or entity with the knowledge that the deception could result in some unauthorized benefit to him or herself or some other person. It includes any act that constitutes Fraud under applicable federal or state law.

1.29 **HEALTHCARE AUTHORITY (HCA)**

"Health Care Authority (HCA)" means the Washington State Health Care Authority, any division, Section, office, unit, or other entity of HCA or any of the officers or other officials lawfully representing HCA.

1.30 **HEALTH CARE PROFESSIONAL**

"Health Care Professional" means a physician or any of the following acting within his or her scope of practice; an applied behavior analyst, certified registered dietician, naturopath, podiatrist, optometrist, optician, osteopath, chiropractor, psychologist, psychological associate, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner or clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed midwife, licensed social worker (advanced or independent clinical license or associate), licensed mental health counselor, licensed mental health counselor associate, licensed marriage and family therapist, licensed marriage and family therapist associate, registered respiratory therapist, pharmacist, and certified respiratory therapy technician.

1.31 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

"Health Insurance Portability and Accountability Act (HIPAA)" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

1.32 **HEALTH PLAN**

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

1.33 **INDIVIDUAL**

"Individual" means any person in the RSA regardless of income, ability to pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual" means a

person who has applied for, is eligible for, or who has received GFS/FBG services through this Contract.

1.34 **INVOLUNTARY TREATMENT ACT (ITA)**

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

1.35 **INVOLUNTARY TREATMENT ACT (ITA) SERVICES**

"Involuntary Treatment Act (ITA) Services" includes all services and Administrative Functions required for the evaluation and treatment of Individuals civilly committed under the ITA in accordance with chapters 71.05, 71.24 and 71.34 RCW.

1.36 **LESS RESTRICTIVE ALTERNATIVE (LRA) TREATMENT**

"Less Restrictive Alternative (LRA) Treatment" means if a court determines that an Individual committed to an inpatient Facility meets criteria for further treatment but finds that treatment in a less restrictive setting is a more appropriate placement and is in the best interest of the Individual or others, an order may be issued. The order remands the Individual to outpatient treatment by a Behavioral Health Service Provider (BHSP) in the community who is responsible for providing Treatment. The Individual must receive at least the minimum set of services described in RCW 71.05.585 and follow the conditions outlined in the order. Less restrictive treatment includes treatment pursuant to a less restrictive alternative (LRA) treatment order under RCW 71.05.240 (90-day) or RCW 71.05.320 (90-day, 180-day, 365-day); treatment pursuant to a conditional release under RCW 71.05.340 (90-day, 180-day); and treatment pursuant to an assisted outpatient treatment order under RCW 71.05.148 (up to 18-months). Additional less restrictive alternative treatment can be sought via petition in consultation with DCR services (CR to LRA or AOT/LRA to LRA or AOT/AOT to AOT).

1.37 **MANAGED CARE ORGANIZATION (MCO)**

"Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to eligible HCA Enrollees under HCA Managed Care programs.

1.38 **MEDICAL CLEARANCE**

"Medical Clearance" as defined in chapter 71.34 RCW and chapter 71.05 RCW means that a physician or other health care Provider, including an Indian health care Provider, has

determined that an Individual is medically stable and ready for referral to the Designated Crisis Responder or facility. For an Individual presenting in the community, no Medical Clearance is required prior to investigation by a Designated Crisis Responder.

1.39 **MEDICALLY NECESSARY**

"Medically Necessary" means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering of pain, result in an illness or infirmity, threaten to cause, or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the Individual requesting the service. “Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.40 **MEMBER**

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

1.41 **MENTAL HEALTH ADVANCE DIRECTIVE**

“Mental Health Advance Directive (MHAD)” means a written document in which the Individual makes a declaration of instructions, or preferences, or appoints an agent to make decisions on behalf of the Individual regarding the Individual’s mental health treatment that is consistent with chapter 71.32 RCW.

1.42 **MENTAL HEALTH BLOCK GRANT (MHBG)**

“Mental Health Block Grant (MHBG)” means those funds granted by the Secretary of HHS, through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), to states to establish or expand an organized community-based system for providing mental health services for adults with Serious Mental Illness (SMI) and children with Serious Emotional Disturbance (SED).

1.43 **MENTAL HEALTH CARE PROVIDER**

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

1.44 **MENTAL HEALTH PROFESSIONAL**

“Mental Health Professional” means an individual practicing within their statutory scope of practice as defined in RCW 71.05.020.

1.45 **MOBILE RAPID RESPONSE CRISIS TEAM (MRRCT)**

"Mobile Rapid Response Crisis Team (MRRCT)" means a team that provides professional on-site community-based intervention such as outreach, de-escalation, stabilization, resource connection, and follow-up support for Individuals who experiencing a Behavioral Health crisis that meet standards for response times established by the HCA. As a best practice to the extent practicable based on workforce availability, MRCCTs may include Certified Peer Counselors until December 31, 2026, Certified Peer Support Specialists, and Certified Peer Support Specialist Trainees. MRRCTs teams that primarily serve children, youth, and families follow the Mobile Response and Stabilization Services (MRSS) model and may refer to themselves as an MRSS team or as a child, youth, and family MRRCT.

1.46 **MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)**

"Mobile Response and Stabilization Services (MRSS)" means a rapid response home and community crisis intervention model customized to support Youth and families.

1.47 **NORTH SOUND INTEGRATED CARE NETWORK (North Sound ICN)**

Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically integrated crisis, FBG and Legislative Proviso behavioral health network that will provide behavioral health services in the North Sound RSA. North Sound ICN is a reference to the network of behavioral health providers contracted with the North Sound BH-ASO, and neither this Agreement nor any other understanding among participants is intended to create a separate legal entity.

1.48 **PARTICIPATING PROVIDER**

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

1.49 **PAYOR**

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

1.50 **PEER BRIDGER**

"Peer Bridger" means a trained individual who offers peer services to participants in state hospitals and inpatient mental health facilities prior to discharge and after their return to their communities. The Peer Bridger must be an employee of a Behavioral Health agency licensed by DOH that provides Recovery services. A Peer Bridger may be a Certified Peer Counselor (until December 31, 2026), Certified Peer Support Specialist or Certified Peer Support Specialist Trainee.

1.51 **PROVIDER**

"Provider" means an individual medical or Behavioral Health Professional, Health Care Professional, hospital, skilled nursing facility, other Facility, or organization, pharmacy,

program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

1.52 **REVISED CODE OF WASHINGTON (RCW)**

"Revised Code of Washington (RCW)" means the laws of the state of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

1.53 **SECURE WITHDRAWAL MANAGEMENT AND STABILIZATION FACILITY (SWMS)**

"Secure Withdrawal Management and Stabilization (SWMS) Facility" means a facility operated by either a public or private agency as defined in RCW 71.05.020 that provides evaluation and treatment to individuals detained for SUD ITA. This service does not include the cost of Room and Board.

1.54 **STABILIZATION SERVICES**

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

1.55 **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.

1.56 **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.

1.57 **WASHINGTON ADMINISTRATIVE CODE (WAC)**

"Washington Administrative Code (WAC)" means all references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

This Agreement, North Sound BH-ASO's Supplemental Provider Service Guide (SPSG), Contract Exhibits, the Contract Boilerplate, and their revisions each specify North Sound BH-ASO's requirements for the array of services to be provided. Unless otherwise specified, these materials shall be regarded as the source documents for compliance with program requirements. In the event of any inconsistency between the requirements of such documents, the more stringent shall control.

2.1 NETWORK PARTICIPATION

Provider shall participate as part of the North Sound BH-ASO network for the GFS/FBG and Legislative Proviso services specified in this Contract. Provider agrees that its practice information may be used in North Sound BH-ASO, MCO, and HCA provider directories, promotional materials, advertising and other informational material made available to the public. Such practice information includes, but is not limited to, name, address, telephone number, hours of operation and type of services. Provider shall promptly notify North Sound BH-ASO within 30 days of any changes in this information.

2.2 STANDARDS FOR PROVISION OF CARE

2.2.1 Provision of Integrated Services

Provider shall provide services to individuals, within the scope of Provider's business and practice. Such services shall be provided in accordance with this Agreement; North Sound BH-ASO SPSG; HCA standards; the terms, conditions and eligibility outlined in Contract Exhibits; and the requirements of any applicable government sponsored program.

2.2.2 Standard of Care

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

2.2.3 Facilities, Equipment and Personnel

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

2.2.4 Assignments

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

2.2.5 Capacity

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

2.2.6 **Subcontract Arrangements**

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

2.2.7 **Availability of Services**

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

2.3 TREATMENT ALTERNATIVES

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

2.4 PROMOTIONAL ACTIVITIES

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

2.5 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS

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

2.6 INDEPENDENT MEDICAL/CLINICAL JUDGEMENT

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

2.7 NON-DISCRIMINATION

2.7.1 **Enrollment**.

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

2.7.2 **Employment**.

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

2.8 DATA INFORMATION SYSTEM REQUIREMENTS

2.8.1 Provider shall:

- 2.8.1.1 Have a Health Information System (HIS) that complies with the requirements of 42 C.F.R. Part 438.242 and can report complete and accurate data to North Sound BH-ASO as specified in the North Sound BH-ASO SPSG;
- 2.8.1.2 Remedy all data errors within 30 days of receipt of an error report from the North Sound BH-ASO information system (IS);
- 2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error reports have been addressed;
- 2.8.1.4 Maintain up to date individual contact information in the HIS; and
- 2.8.1.5 Maintain a written Business Continuity and Disaster Recovery Plan (BCDRP) with an identified update process (at least annually) that ensures timely restoration of the HIS following total or substantial loss

of system functionality. A copy of the plan submitted by the Provider through the credentialing process shall be made available upon request for review and audit by North Sound BH-ASO.

2.9 **REPORT DELIVERABLE TEMPLATES**

Templates for all reports that the Provider is required to submit to North Sound BH-ASO are hereby incorporated in Exhibit D of this Contract. North Sound BH-ASO may update the templates from time to time, and any such updated templates will also be incorporated by reference into this Contract. The report templates are located at: https://www.nsbhaso.org/for-providers/forms

2.10 **CARE COORDINATION**

2.10.1 **Coordinate medical services**.
Provider shall coordinate all services for eligible individuals, including but not limited to medical services, behavioral health services and services associated with the social determinants of health as needed, or as identified by North Sound BH-ASO.

2.10.2 **Provision of data and information for purposes of care coordination**.
Provider shall cooperate with, participate in, and provide information and data in accordance to HIPAA, to support North Sound BH-ASO's care coordination activities and to meet HCA care coordination obligations.

2.11 **BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS**

2.11.1 If Provider delivers Behavioral Health Services, Provider shall implement and maintain policies, procedures, and clinical practices for behavioral health screening and assessment consistent with applicable federal and state regulations, Washington Health Care Authority (HCA) requirements, and recognized best practice standards.

2.11.2 Provider shall utilize evidence-informed screening and assessment processes designed to identify behavioral health needs, including the potential presence of co-occurring mental health and substance use conditions, suicide risk, and other factors impacting treatment and service planning.

2.11.3 When screening or assessment results indicate the potential presence of a co-occurring disorder (COD), Provider shall incorporate this information into the development of the individual's treatment, service, or care plan, including coordination of care and referrals to appropriate services and supports as clinically indicated.

2.11.4 Upon request by North Sound BH-ASO, Provider shall demonstrate compliance with the requirements of this Section, including SPSG requirements, staff training records, and documentation practices. If North Sound BH-ASO identifies deficiencies related to implementation or compliance, Provider shall submit a

corrective action plan acceptable to North Sound BH-ASO, which may include monitoring activities and follow-up review.

2.12 RECORDKEEPING AND CONFIDENTIALITY

2.12.1 Maintaining Individual Medical Record

Provider shall maintain a medical record for each individual to whom Provider renders behavioral healthcare services. Provider shall establish each individual's medical record upon the individual's first encounter with Provider. The individual's medical record shall contain all information required by state and federal law, generally accepted and prevailing professional practice, applicable government sponsored health programs, and all North Sound BH-requirements. Provider shall retain all such records for at least 10 years.

2.12.2 Confidentiality of Individual Health Information

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

2.12.3 Health Information System

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

2.12.4 Delivery of Individual Care Information and Individual Access to Health Information

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

2.12.5 Federal Drug and Alcohol Confidentiality Laws

Provider shall comply with 42 C.F.R. Part 2, as applicable. If Provider is a Part 2 program, as defined under 42 C.F.R. §2.11, Provider shall obtain a signed written consent that complies with the requirements of 42 C.F.R. Part 2 from each

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

2.13 INDIVIDUAL'S COPAYMENTS, COINSURANCE AND DEDUCTIBLES

2.13.1 Third-Party Payment

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

2.13.2 Medicaid enrollment

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

2.13.3 Individual financial obligation

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

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

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

2.14 CLIENT HOLD HARMLESS

2.14.1 Provider hereby agrees that in no event, including, but not limited to nonpayment by North Sound BH-ASO, North Sound BH-ASO insolvency, or breach of this contract will Provider bill, charge, collect a deposit from, seek

compensation, remuneration, or reimbursement from, or have any recourse against a client or person acting on their behalf, other than North Sound BH-ASO, for services provided pursuant to this Contract. This provision does not prohibit collection of deductibles, copayments, coinsurance and/or payment for noncovered services, which have not otherwise been paid by a primary or secondary issuer in accordance with regulatory standards for coordination of benefits, from individuals in accordance with the terms of the individual's health plan.

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

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

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

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

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

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

2.15 PROGRAM PARTICIPATION

2.15.1 Participation in Grievance Program

Provider shall implement a Grievance Program that complies with WAC 182-538C-110 or its successors and shall participate in North Sound BH-ASO's Grievance Program and cooperate in identifying, processing, and promptly resolving all individual complaints, grievances, or inquiries.

2.15.2 Participation in Quality Improvement Program

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

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

2.16 NOTICES

2.16.1 Critical Incident Reporting

Provider shall send immediate notification to North Sound BH-ASO and, when indicated, to the applicable MCO of any Critical Incident involving an individual. Notification shall be made during the business day on which Provider becomes aware of the Critical Incident. If Provider becomes aware of a Critical Incident involving an individual after business hours, Provider shall provide notice to North Sound BH-ASO and, when indicated, to the applicable MCO as soon as possible the next business day. Provider shall provide to North Sound BH-ASO and, when indicated, to the applicable MCO all available information related to a Critical Incident at the time of notification, including: a description of the event, the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their involvement; the individual's or other involved individuals' service history with Provider; steps taken by Provider to minimize potential or actual harm; and any legally required notification made by Provider. Upon North Sound BH-ASO's request, and as additional information becomes available, Provider shall update the information provided regarding the Critical Incident and, if requested by MCO, shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Provider's delivery system and efforts designed to prevent or lessen the possibility of future similar incidents. Reporting shall comport with North Sound BH-ASO SPSG.

2.16.2 Notice of sites/services change

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

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

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

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

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

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

2.16.2.5.1 Notification of service/site change;
2.16.2.5.2 Individual notification and communication plan;
2.16.2.5.3 Plan for provision of uninterrupted services by individual; and
2.16.2.5.4 Any information that will be released to the media.

2.16.3 **Termination of Services**

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

2.16.4 **Reporting Fraud**

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

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.

ARTICLE THREE – NORTH SOUND BH-ASO OBLIGATIONS

3.1 ADMINISTRATIVE SUPPORT

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

3.1.1 Establishing and maintaining a multispecialty provider network that is geographically distributed through the service area and promotes individual choice and access to Participating Providers;

3.1.2 Developing and supporting the workforce in the provision of active, innovative and evidence-based chronic conditions management practices;

3.1.3 Developing and implementing Participating Provider practice protocols and supports;

3.1.4 Creating alliances with other medical practices/groups and providers to help ensure the delivery of whole-person and integrated care;

3.1.5 Participating in performance measurement, including the reporting of state defined performance measures and HCA identified behavioral health measures;

3.1.6 Promoting practice transformation and outcome achievement through value-based purchasing; and

3.1.7 Providing support and training on proper coding of services and data transmissions related to encounters.

3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE

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

3.3 COLLECTION OF SERVICE ENCOUNTERS

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

3.4 PAYMENT

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

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

3.5 SUBMISSION OF CLAIMS

If Provider submits claims for Services rendered under this Contract, the following requirements shall apply:

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.

ARTICLE FOUR - TERM AND TERMINATION

4.1 TERM

This Agreement is effective on July 1, 2026 and will remain in effect for an initial term of 1 year (Initial Term), after which it will automatically renew for successive terms of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days prior to the end of the current term.

4.2 TERMINATION WITHOUT CAUSE

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

4.3 TERMINATION WITH CAUSE

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

4.4 IMMEDIATE TERMINATION

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

4.5 TERMINATION DUE TO CHANGE IN FUNDING

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

4.5.1 TERMINATION PROCEDURE

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

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

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

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

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

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

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, Provider shall be responsible to provide all behavioral health services through the end of the month for which they have received payment.

4.6 **TERMINATION NOTIFICATION TO INDIVIDUALS**

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

ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS

5.1 **GENERAL FISCAL ASSURANCES**

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

5.2 **FINANCIAL ACCOUNTING REQUIREMENTS**

Provider shall:

5.2.1 When applicable, the allowable administrative rate shall be negotiated between North Sound BH-ASO and Provider, but in no event shall it exceed fifteen percent (15%). Administrative costs shall be measured on a fiscal year basis and based on the information reported in the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.

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

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

5.2.4 Ensure under no circumstances are individuals charged for any covered services, including those out-of-network services purchased on their behalf;

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

5.2.5.1 **Financial Reporting**

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

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

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

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

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

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

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

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

ARTICLE SIX - OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

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

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

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

6.2 REMEDIAL ACTION

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

6.2.1 CAP must include:

6.2.1.1 A brief description of the findings; and

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

6.2.2 CAP may:

Require modification of any policies and procedures by Provider relating to the fulfillment of its obligations pursuant to this Contract.

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.

6.2.5.1 Withhold two (2%) percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. North Sound BH-ASO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

6.2.5.2 Compound withholdings identified above by an additional one-half of one percent (1/2 of 2%) for each successive month during which the remedial situation has not been resolved.

6.2.5.3 Revoke delegation of any function delegated under this contract.

6.2.5.4 Deny any incentive payment to which Provider might otherwise have been entitled under this Contract or any other arrangement by which DBHR provides incentives.

6.2.5.5 Termination for Default, as outlined in this Contract.

6.3 **NOTICE REQUIREMENTS**

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

ARTICLE SEVEN - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

7.1 BACKGROUND

North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan, Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the Director of HCA (Director). These counties entered into an inter-local agreement to allow North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(22), to operate a single managed system of services for persons with behavioral illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area). North Sound BH-ASO is party to an interagency agreement with the Director, pursuant to which North Sound BH-ASO has agreed to provide integrated community support, crisis response services to people needing such services in its Service Area. North Sound BH-ASO, through this Contract, is subcontracting with Provider for the provision of specific behavioral health services as required by the agreement with the Director. Provider, by signing this Contract, attests it is willing and able to provide such services in the Service Area.

7.2 MUTUAL COMMITMENTS

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

7.3 ASSIGNMENT

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

7.4 AUTHORITY

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

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

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

7.5.1 Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 C.F.R.;

7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;

7.5.3 Americans with Disabilities Act (ADA) of 1990;

7.5.4 Title VI of the Civil Rights Act of 1964;

7.5.5 Age Discrimination Act of 1975;

7.5.6 All local, State and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Contract;

7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);

7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the EPA.

7.5.9 Any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act;

7.5.10 Those specified in RCW Title 18 for professional licensing;

7.5.11 Reporting of abuse as required by RCW 26.44.030;

7.5.12 Industrial insurance coverage as required by RCW Title 51;

7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;

7.5.14 WAC 246-341 and 388-865;

7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as described in 42 C.F.R. §422.208; and b) does not Contract with any subcontractor operating such a plan.

7.5.16 HCA/MCO Quality Strategy;

7.5.17 State of Washington behavioral health system mission statement, value statement and guiding principles for the system;

7.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and Reporting System (BARS) Manual and BARS Supplemental Behavioral Health Instructions;

7.5.19 Any applicable federal and state laws that pertain to individual's rights. Provider shall ensure its staff takes those rights into account when furnishing services to individuals.

7.5.20 42 United States Code (USC) 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the SSA), which prohibits making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit behavioral health services provided to individuals;

7.5.21 Any P&P's developed by DSHS/HCA which governs the spend-down of individual's assets;

7.5.22 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five (5%) of Provider, BHA or subcontractor's equity, or an employee, Provider, or consultant who is significant or material to the provision of services under this Contract, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.

7.5.23 Federal and State non-discrimination laws and regulations;

7.5.24 HIPAA (45 C.F.R. parts 160-164);

7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 C.F.R. Subchapter A, Part 2;

7.5.26 HCA-CIS Data Dictionary and its successors;

7.5.27 Federal funds must not be used for any lobbying activities.

7.5.28 Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

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

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

7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE

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

7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

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

7.8 **CONTRACT PERFORMANCE/ENFORCEMENT**

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

7.9 **COOPERATION**

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

7.10 **DEBARMENT CERTIFICATION**

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

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

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

7.11 **EXCLUDED PARTIES**

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

Provider shall monitor for excluded individuals and entities by:

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

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

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

Report to North Sound BH-ASO:

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

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

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

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

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

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

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

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

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

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

An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a general manager, business manager, administrator, or director) who exercises

operational or managerial control or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 C.F.R. 455.104(a) and 1001.1001(a)(1)).

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

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

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

7.13 **EXECUTION, AMENDMENT AND WAIVER**

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

7.14 **HEADINGS AND CAPTIONS**

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

7.15 **INDEMNIFICATION**

Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information, including claims against North Sound BH-ASO for the negligent hiring, retention and/or supervision of Provider and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Provider and its subcontractors related to the performance of this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold Provider harmless (including all costs and attorney fees) from all claims for personal injury, property damage and disclosure of confidential information and from the imposition of governmental fines or penalties resulting from the acts or omissions of North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful misconduct of North Sound BH-ASO, Provider shall indemnify and hold North Sound BH-ASO harmless from any claims made by non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any

immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Contract.

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

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

7.17 **INSURANCE**

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

By the date of execution of this Contract and post 15 days renewal of said contract, the Provider shall procure and maintain insurance for the duration of this Contract, Provider shall carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000; shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. The costs of such insurance shall be paid by the Provider or subcontractor. The Provider may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Provider is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Provider, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).

7.18 **INTEGRATION**

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

7.19 **MAINTENANCE OF RECORDS**

Provider shall prepare, maintain and retain accurate records, including appropriate medical records and administrative and financial records, related to this Agreement and to

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

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

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

7.20 **NOTICE OF AMENDMENT**

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

7.21 **NO WAIVER OF RIGHTS**

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

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

7.22 **ONGOING SERVICES**

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

7.23 **ORGANIZATIONAL CHANGES**

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

7.24 **OVERPAYMENTS**

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

7.25 **OWNERSHIP OF MATERIALS**

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

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

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

7.26 **PERFORMANCE**

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

7.27 **RESOLUTION OF DISPUTES**

Each Party shall cooperate in good faith and deal fairly in its performance hereunder to accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and confer to resolve any problems that arise. If a dispute is not resolved, the Parties will participate in and equally share the expense of a mediation conducted by a neutral third-party professional prior to initiating litigation or arbitration. If the dispute is not resolved through mediation, the parties agree to litigate their dispute in Skagit County Superior

Court. The prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses incurred. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

7.28 **SEVERABILITY AND CONFORMITY**

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

7.29 **SINGLE AUDIT ACT**

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

If Provider/subcontractors are a sub recipient and expends $1,000,000 or more in Federal awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's Program Administrator the data collection form and reporting package specified in OMB Uniform Guidance Subpart F, reports required by the program-specific audit guide, if applicable and a copy of any management letters issued by the auditor.

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

7.30 **SUBCONTRACTS**

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

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

consent of North Sound BH-ASO Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.

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

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

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

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

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

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

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

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

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

Those written subcontracts shall:

7.30.11 Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Contract;

7.30.12 Require subcontractors to notify Provider in the event of a change in status of any required license or certification;

7.30.13 Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract;

7.30.14 Require the subcontractor to correct any areas of deficiencies in the subcontractor's performance that are identified by Provider, North Sound BH-ASO/HCA;

7.30.15 Require best efforts to provide written or oral notification within 15 business days of termination of a Primary Care Provider (PCP) to individuals currently open for services who had received a service from the affected PCP in the previous 60 days. Notification must be verifiable in the individual's medical record at the subcontractor.

7.31 **SURVIVABILITY**

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

7.32 **TREATMENT OF INDIVIDUAL'S PROPERTY**

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

7.33 **WARRANTIES**

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

7.34 **CONTRACT CERTIFICATION**

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

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

JanRose Ottaway Martin, Executive Director
North Sound BH-ASO
2021 E. College Way, Suite 101
Mount Vernon, WA 98273

The Program Administrator for Bridgeways is:

Andrea Duffield, Chief Executive Officer
Bridgeways
5801 23rd Dr W
Everett, WA 98203

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

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

NORTH SOUND BH-ASO		**BRIDGEWAYS**	
_____		_____	
Lindsay Lopes	Date	Andrea Duffield	Date
Deputy Director		Chief Executive Officer	

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: BRIDGEWAYS

CONTRACT: NS BH-ASO-BRIDGEWAYS-ICN-20260701

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 Bridgeways Base Provider Agreement, North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO), 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
Outpatient Services (Within Available Resources)	
	Mental Health Outpatient and Medication Management
	Opiate Treatment Program (OTP)
	Substance Use Disorder Outpatient Benefit
Evaluation and Treatment (E&T)	
	Sixteen-Bed Evaluation and Treatment Facility Services

Crisis Services	
	23-Hour Crisis Relief ▪
	Adult Mobile Rapid Response Crisis Team (MRRCT) ▪
	Adult Mobile Rapid Response Crisis Team – Endorsed ▪
	Child/Youth Mobile Rapid Response Crisis Team ▪
	Child/Youth Mobile Rapid Response Crisis Team – Endorsed ▪
	Crisis Stabilization ▪
	Involuntary Treatment Evaluation (ITA)
	Toll Free Crisis Hotline
Withdrawal Management Services (Within in Available Resources)	
	Clinically Managed Withdrawal Management
	Medically Monitored Inpatient Withdrawal
	Secure Withdrawal Management
Substance Use Disorder Residential (Within Available Resources)	
	Adult - Intensive Inpatient
	Adult - Long-Term Care, to include co-occurring residential treatment
	Adult - Recovery House
	Pregnant and Parenting Women Residential Treatment
	Pregnant and Parenting Women Housing Support
	Youth - Intensive Inpatient
	Youth – Recovery House
Crisis Triage (Within Available Resources)	
	Clinical Managed Withdrawal Management
Legislative Proviso Services (Within Available Resources)	
	Assisted Outpatient Treatment (AOT)

	Behavioral Health Service Enhancements
	Designated Cannabis Account (DCA)
	Evaluation & Treatment (E&T) Discharge Planners
	Governor's Housing/Homeless Initiative – Rental Voucher & Bridge Program
	Homeless Outreach Stabilization Team (HOST)
	Jail Transition Services
	Juvenile Treatment Services
	New Journeys First Episode Psychosis Services
	Program for Assertive Community Treatment (PACT)
07/01/2026 – 06/30/2027	Proviso 86 – Behavioral Health Housing
	Recovery Navigator Program
	Trueblood Misdemeanor Diversion
Federal Block Grant	
	Co-Responder Outreach Program
07/01/2026 – 06/30/2027	Housing and Recovery through Peer Services (HARPS) - Subsidies
	Housing and Recovery through Peer Services (HARPS) – Team (Whatcom & Skagit Counties)
	Opiate Outreach
	Peer Bridgers
	Peer Pathfinder Homeless Outreach
	Pregnant and Parenting Women (PPW) Housing Support Services
	Traditional Healing Services
Community Behavioral Health Rental Assistance (CBRA)	
07/01/2026 – 06/30/2027	CBRA
Projects for Assistance in Transition of Homelessness (PATH) Teams Services	
07/01/2026 – 06/30/2027	PATH Teams Services

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 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*
Outpatient Services - Mental Health (within available resources)				
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
Outpatient Services – Substance Use Disorder (within available resources)				
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*
Intensive Outpatient Services Mental Health (within available resources)				
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
Opioid Treatment Program		
Per Dose Inclusive Bundled Case Rate	Opiate Treatment Program (Opiate Substitution Treatment)	$28.18 per dose
Program for Assertive Community Treatment (PACT) Non-Medicaid only		
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT)	$4,268.44 per person per month*

Service and Payment Type	Service Detail	Payment Methodology
Crisis Services		
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*
Triage (in region & within available resources)		
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
Withdrawal Management Services (within available resources)		
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**
Substance Use Disorder Residential (within available resources)		
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**
Evaluation and Treatment		
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

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 C: PROVIDER DELIVERABLES

PROVIDER: BRIDGEWAYS

CONTRACT: NS BH-ASO-BRIDGEWAYS-ICN-20260701

CONTRACT PERIOD: 07/01/2026 – 06/30/2027

Identification of Deliverables

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

DELIVERABLE	FREQUENCY	DUE DATE
CBRA HMIS Report (HUDX-225 or similar)	Monthly	15th of the month following the month being reported
CBRA Monthly Report	Monthly	15th of the month following the month being reported
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported
HARPS Program Data Acquisition, Management & Storage (PDAMS) Data Submission	Monthly	15th of the month following the month being reported
HMIS Annual Report (Quarterly) - PATH	Quarterly	15th of the month following the end of the quarter (1/15, 4/15, 7/15, final invoice)
Proviso 86 – BH Housing	Quarterly	15th of the month following the quarter being reported (1/15, 4/15, 7/15, 10/15)

DELIVERABLE	FREQUENCY	DUE DATE
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 31st, or more frequently when changes occur
PATH Data Exchange (PDX) Report	Annual	Submission date to be determined with HCA Contract Manager

North Sound Behavioral Health
Administrative Services Organization
Bridgeways

FUNDING OVERVIEW

Six Month Budget July 1, 2026 - December 31, 2026

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.

Program/Service		Total Allotment
CBRA - Deliverables	$	17,007.50
CBRA - Rental Assistance	$	31,586.00
HARPS	$	139,279.00
PATH (10/1/202025 - 9/30/2026)	$	276,612.00
Proviso 86 - BH Housing	$	65,897.00
Total Contract Amount	**$**	**530,381.50**

North Sound Behavioral Health Administrative Services Organization DOC - CBRA Deliverable Budget Bridgeways		
Six Month Budget July 1, 2026 to December 31, 2026		
Revenues		
Monthly Deliverable Amount	**$**	**2,834.58**
Deliverable Total	$	17,007.50
Expenses		
Monthly Deliverable Amount*	**$**	**2,834.58**
Deliverable Total	$	17,007.50
Budget Amount	$	17,007.50
Expenses		-
Balance	$	-

Monthly Amount – Payable upon receipt of deliverable

North Sound Behavioral Health Administrative Services Organization DOC - CBRA Cost Reimbursement Budget Bridgeways		
Six Month Budget July 1, 2026 to December 31, 2026		
Revenues		
DOC Rental Assistance	$	31,586.00
Total	**$**	**31,586.00**
Expenses		
Rental Assistance	$	31,586.00
Total	**$**	**31,586.00**
Budget Amount	$	31,586.00
Expenses		-
Balance	$	-

North Sound Behavioral Health Administrative Services Organization HARPS Cost Reimbursement Budget Bridgeways		
Six Month Budget July 1, 2026 to December 31, 2026		
0		
Revenues		
HARPS Housing Subsidies	$	110,000.00
General Funds State	$	29,279.00
Total	**$**	**139,279.00**
Expenses		
Housing Subsidies	$	110,000.00
GFS Program Expenses	$	29,279.00
Total	**$**	**139,279.00**
Budget Amount	$	139,279.00
Expenses		-
Balance	$	139,279.00

North Sound Behavioral Health Administrative Services Organization PATH Cost Reimbursement Budget Bridgeways		
Annual Budget October 1, 2025 to September 30, 2026		
Revenues		
PATH Grant	$	207,459.00
General Funds State	$	69,153.00
Total	**$**	**276,612.00**
Expenses		
PATH Team Services	$	276,612.00
Total	**$**	**276,612.00**
Budget Amount	$	276,612.00
Expenses		-
Balance	$	276,612.00

North Sound Behavioral Health Administrative Services Organization Behavioral Health Housing / PROVISO 86 Cost Reimbursement Budget Bridgeways		
Six Month Budget July 1, 2026 to December 31, 2026		
Revenues		
Behavioral Health Housing (proviso 86)	$	65,897.00
Total	**$**	**65,897.00**
Expenses		
Behavioral Health Housing	$	65,897.00
Total	**$**	**65,897.00**
Budget Amount	$	65,897.00
Expenses		-
Balance	$	65,897.00

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 F
Federal Subaward Identification
K6914

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM090369
3.	Federal Award Date	12/06/2024
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	☐ Yes ☒No
6.	Contact Information for North Sound BH-ASO Awarding Official	Lisa Hudspeth North Sound Behavioral Health Administrative Services Organization lisa_hudspeth@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Bridgeways
8.	Subrecipient's Unique Entity Identifier (UEI)	RDLGHE2VRVT3
9.	Subaward Project Description	Housing and Recovery through Peer Services (HARPS)
10.	Primary Place of Performance	98203
11.	Subaward Period of Performance	07/01/2026 – 12/31/2026
12.	Amount of Federal Funds Obligated by this Action	$110,000.00
13.	Total Amount of Federal Funds Obligated by North Sound BH-ASO to the Subrecipient, including this Action	$110,000.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

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 F
Federal Subaward Identification
K8685

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	X06sm090475
3.	Federal Award Date	08/04/2025
4.	Assistance Listing Number and Title	93.150 Projects for Assistance in Transition from Homelessness (PATH)
5.	Is the Award for Research and Development?	☐ Yes ☒No
6.	Contact Information for North Sound BH-ASO Awarding Official	Lisa Hudspeth North Sound Behavioral Health Administrative Services Organization lisa_hudspeth@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Bridgeways
8.	Subrecipient's Unique Entity Identifier (UEI)	RDLGHE2VRVT3
9.	Subaward Project Description	Projects for Assistance in Transition from Homelessness (PATH)
10.	Primary Place of Performance	98203
11.	Subaward Period of Performance	10/01/2025 – 09/30/2026
12.	Amount of Federal Funds Obligated by this Action	$207,459.00
13.	Total Amount of Federal Funds Obligated by North Sound BH-ASO to the Subrecipient, including this Action	$207.459.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

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 F
Federal Subaward Identification
K6914

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM090369
3.	Federal Award Date	12/06/2024
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	☐ Yes ☒No
6.	Contact Information for North Sound BH-ASO Awarding Official	Lisa Hudspeth North Sound Behavioral Health Administrative Services Organization lisa_hudspeth@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Bridgeways
8.	Subrecipient's Unique Entity Identifier (UEI)	RDLGHE2VRVT3
9.	Subaward Project Description	Housing and Recovery through Peer Services (HARPS)
10.	Primary Place of Performance	98203
11.	Subaward Period of Performance	07/01/2026 – 12/31/2026
12.	Amount of Federal Funds Obligated by this Action	$110,000.00
13.	Total Amount of Federal Funds Obligated by North Sound BH-ASO to the Subrecipient, including this Action	$110,000.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

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 F
Federal Subaward Identification
K8685

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	X06sm090475
3.	Federal Award Date	08/04/2025
4.	Assistance Listing Number and Title	93.150 Projects for Assistance in Transition from Homelessness (PATH)
5.	Is the Award for Research and Development?	☐ Yes ☒No
6.	Contact Information for North Sound BH-ASO Awarding Official	Lisa Hudspeth North Sound Behavioral Health Administrative Services Organization lisa_hudspeth@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Bridgeways
8.	Subrecipient's Unique Entity Identifier (UEI)	RDLGHE2VRVT3
9.	Subaward Project Description	Projects for Assistance in Transition from Homelessness (PATH)
10.	Primary Place of Performance	98203
11.	Subaward Period of Performance	10/01/2025 – 09/30/2026
12.	Amount of Federal Funds Obligated by this Action	$207,459.00
13.	Total Amount of Federal Funds Obligated by North Sound BH-ASO to the Subrecipient, including this Action	$207.459.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

ATTACHMENT 1: STATEMENT OF WORK

1. Purpose

The Contractor will provide Projects for Assistance in Transition from Homelessness (PATH) services to eligible Participants.

2. Background

PATH is a vital resource in communities as providers, their partners, and stakeholders seek to end homelessness. PATH programs across the country have been instrumental in the development and improvement of effective outreach and engagement methods to people who are experiencing Serious Mental Illnesses/Co-Occurring Disorders (SMI/COD) as well as homelessness or at imminent risk of experiencing homelessness. PATH programs offer initial connection to Continuum of Care (COC) services and referrals to longer term behavioral health support, primary health care, Substance Use Disorder (SUD) treatment services and an array of other survival supports. PATH programs fulfill this role in communities by utilizing the guidance provided by the Substance Abuse and Mental Health Services Administration (SAMHSA) to prioritize PATH program activities service provision to individuals experiencing chronic homelessness, veterans, and other underserved populations, connecting program participants to relevant providers in the COC and continuing to innovate and create improved processes and services.

3. Guiding Principles

3.1. Person-centered services

3.1.1. PATH programs are committed to services that meet the needs and preferences of people who are experiencing homelessness or at imminent risk of experiencing homelessness and who have SMI/COD.

3.1.2. PATH provides services in collaboration, participant-led service plans and subsequent referrals and resources which are effective when needs are identified by the PATH participant.

3.2. Cultural context in PATH services

3.2.1. PATH programs are committed to meeting the needs and preferences of individuals within the context of culture.

3.2.2. For this to happen in a meaningful way, services must be offered in accordance with awareness and sensitivity to the uniquely appropriate language, customs, and cultural norms of individuals.

3.3. Consumer/peer-run services

3.3.1. The history of the PATH program proves the effectiveness of services provided by people who have lived experience.

3.3.2. Individuals who have lived experience serve as powerful examples, and consumer/peer-run services are a strong tool in efforts to address homelessness.

3.4. Commitment to quality

3.4.1. State PATH Contacts (SPCs) are committed to helping providers achieve high quality in all areas of service provision.

3.4.2. Encouragement of evidence-based and exemplary practices within homelessness services and mainstream systems is part of this strategy.

4. Work Expectations

The Contractor will provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth herein. The Contractor will implement services in accordance with the PATH program and HCA guidelines, including, but not limited to the following:

4.1. Provide Intended Use Plan (IUP) Services

Provide services and activities described in the IUP, in accordance with Attachment 8, Intended Use Plan (IUP), and within the amounts and categories listed in the HCA-approved budget narrative.

4.1.1. The IUP will be the basis of the Contractor's, and any HCA-approved subcontractor's PATH services and activities using PATH funds under this contract.

4.1.2. Use the least intrusive manner possible in locations where PATH-eligible Participants may be contacted and served.

4.1.3. Provide services to the number of people served that is referenced in the IUP.

4.1.4. Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and costs of services, as referenced in the IUP.

4.1.5. Maintain staffing levels detailed in the IUP.

4.1.6. Any proposed revisions to the IUP, or any HCA-approved successor IUP, must be submitted to the HCA Contract Manager listed on first page of this contract, when proposed revisions reflect substantial changes in PATH services and activities funded under this contract.

4.1.7. Revised IUPs are subject to approval by the HCA Contract Manager prior to implementation.

4.1.7.1. Proposed changes must be submitted to HCA for consideration and approval, at least sixty (60) days before implementation; and

4.1.7.2. Changes to the IUP approved by HCA in writing will be incorporated by reference into this contract and will supersede any previous versions of the IUP.

4.1.8. IUP requirements

4.1.8.1. Annual submission to HCA in the form of an IUP by an HCA-established date, which will be communicated to the Contractor to enable HCA to meet the federal timeline for responding to the annual federal FOA for PATH funds.

4.1.8.2. Each IUP must provide a projected summary of performance in the following outcome measures:

a. Number of individuals experiencing homelessness, over eighteen (18) years old, to be contacted;

b. Number of contacted PATH-eligible individuals who become enrolled in PATH program;

c. Number of PATH Participants who are experiencing homelessness during period of service provision;

d. Number of PATH Participants who will receive community mental health services;

e. Number of PATH Participants referred to and who will attain housing;

f. Number of PATH Participants referred to and who will attain SUD treatment services;

g. Number of PATH-funded staff trained in Supplemental Security Income (SSI) Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR); and

h. Detailed budget narrative.

4.1.9. Screen Participants for eligibility benefits

Ensure enrolled PATH Participants are screened for eligibility for all possible benefits, including, but not limited to the following:

4.1.9.1. Services under the Prepaid Inpatient Health Plan (PIHP) or comparable services structures, including but not limited to:

a. Emergency;

b. Psychiatric;

c. Medical;

d. Residential;

e. Employment; and

f. Community support services.

4.1.9.2. Housing services and resources;

4.1.9.3. Veteran services;

4.1.9.4. SSI/SSDI or other disability and financial benefits;

4.1.9.5. Bureau of Indian Affairs (BIA) benefits;

4.1.9.6. Economic services;

4.1.9.7. Medical services;

4.1.9.8. SUD treatment services; and

4.1.9.9. Vocational rehabilitation services.

4.1.10. Target priority populations

4.1.10.1. Give special consideration to services for veterans and strongly encourage subcontractors to work closely with entities that demonstrate effectiveness in serving veterans experiencing homelessness.

4.1.10.2. SAMHSA strongly encourages PATH sites to prioritize services for the individuals who are experiencing chronic homelessness.

4.1.11. The Contractor will not expend more than twenty percent (20%) of PATH funds under this contract, in accordance with current FOA. The Contractor must track the costs in this category with records demonstrating that the twenty percent (20%) cap has not been exceeded, to include, but not limited to, the following:

4.1.11.1. Minor renovation, expansion, and repair of housing;

4.1.11.2. Technical assistance in applying for housing assistance;

4.1.11.3. Improving the coordination of housing services;

4.1.11.4. Security deposits;

4.1.11.5. The costs associated with matching eligible homeless individuals with appropriate housing situations; and

4.1.11.6. One-time rental payments to prevent eviction.

4.1.12. The Contractor will indicate clearly when issuing statements, press releases, requests for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with PATH funds as follows:

4.1.12.1. The percentage of the total costs of the program or project financed with PATH funds;

4.1.12.2. The dollar amount of PATH funds for the program or project; and

4.1.12.3. The percentage and dollar amount of the total costs of the program or project that will be financed by non-governmental sources.

4.1.13. Achieve Performance Goals: Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and costs of services in accordance with Attachment 6, Center for Mental Health Services (CMHS) Government Performance and Results Act (GPRA) Performance Measures.

4.1.14. Provide Alternative Referrals to Religious Services: If a religiously affiliated organization receives PATH funds, the Contractor will ensure that PATH services are separate in either time or location of services that are inherently religious in nature. If a PATH-enrolled individual chooses not to be served by that organization because of their religious affiliation, they must be referred to a different service provider.

4.1.15. In addition to Section 4, General Terms and conditions, the Contractor may subcontract services or activities under this Contract with organizations, as long as they do not have a policy of excluding individuals from mental health services due to the existence or suspicion of SUD and/or mental illness.

4.2. Develop and implement an integrated system of PATH services.

4.2.1. Solicit past and current PATH participant input and recommendations to identify service needs of PATH participants and pathways to improvement and increased relevancy for recipients.

4.2.2. Use information received from feedback and recommendations, PATH program management experience, and other information gained from reliable sources on ending homelessness to develop and implement an integrated system of PATH services, activities, and housing to accommodate local needs and circumstances of individuals experiencing homelessness.

4.3. Work with COC committees

4.3.1. Participate in the planning and collaboration of local COC committees affecting PATH participants.

4.3.2. Strongly encourage subcontractors to participate in the planning and collaboration of local COC committees.

4.4. Create, provide, and maintain documentation

4.4.1. Maintain individual Participant service records for PATH-enrolled individuals, where each Participant service record will contain at minimum:

4.4.1.1. Every contact between PATH-funded staff and any individual who is PATH-eligible or enrolled in PATH is entered into the Homeless Management Information System (HMIS), managed by the Department of Commerce.

4.4.1.2. Statement of goal or need as described by the PATH-enrolled individual.

4.4.1.3. Documentation of homelessness or chronic homelessness either by PATH-enrolled individual self-report or by PATH-funded staff observation.

4.4.1.4. History and/or symptoms or observable behaviors of the SMI experienced by the PATH-enrolled individual, reported and/or observed.

4.4.1.5. Assessment of PATH-enrolled individual's basic needs; including legal, health and safety concerns, cultural needs, SUD-related information or resources, as appropriate.

4.4.1.6. Service plan with regular updated of PATH-enrolled individual's progress toward goals stated on their service plan, including transfer to longer term supportive services:

4.4.1.7. Utilize HMIS data standards and submit PATH service data in accordance with State and Federal requirements.

4.4.1.8. Participate in HMIS data collection activities and submit Participant service data electronically.

4.4.1.9. SAMHSA requires data entry into HMIS in a timely manner to increase favorable health outcomes for participants.

4.4.1.10. Every HMIS administrator has its own policies and procedures regarding timeliness of data entry for end users.

4.5. Comply with

4.5.1. Requirements, conditions, and limitations of PATH funds.

4.5.2. Federal and state Requirements, including employment standards, in accordance with Attachment 5, Funding Opportunity Announcement (FOA) SM-20-F3.

4.5.3. Consistent with Public Law (PL) 101-645 Title V, Subtitle B, relating to PATH eligible Participants, to include, but not limited to, the following:

4.5.3.1. May use funds to supplement, not supplant, existing services to individuals with SMI/COD, and who are experiencing homelessness or at imminent risk of experiencing homelessness.

4.5.3.2. May not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of:

a. SUD;

b. Opioid Use Disorder (OUD); and/or

c. Mental disorders.

4.5.4. Meet requirements for non-federal match contributions

4.5.4.1. Contribute no less than the required minimum of (33.33333%) of non-federal match funds based upon the total PATH award amount;

4.5.4.2. The PATH Award to the Contractor is for PATH services and activities, and for HMIS reporting capability used to participate in PATH data collection activities;

4.5.4.3. The contractual award of PATH funds under this Contract equals the "PATH Award to Contractor" listed in the HCA approved Contractor IUP budget narrative; and

4.5.4.4. Ensure that all non-federal match contributions are in accordance with federally-approved PATH services and activities referenced in FOA # SM-20-F3 and in accordance with the IUP.

5. Reports

5.1. The Contractor will complete reports according to the time schedules designated, and/or communicated by HCA Contract Manager.

5.2. Components may be waived in writing by the HCA Contract Manager for the purpose of this Contract.

5.3. Failure to submit required reports within the time specified may result in one or more of the following:

5.3.1. Withholding of current or future payments;

5.3.2. Withholding of additional awards for a project; and

5.3.3. Suspension or termination of this contract.

5.4. Types of reports

5.4.1. Report 1: HMIS Annual Report

5.4.1.1. Frequency: At least four (4) times, quarterly, and additional instances, as applicable and requested by the HCA Contract Manager.

5.4.1.2. Components:

a. Meet HCA PATH Program Requirements.

b. Submit the report titled “HMIS Annual Report” on a quarterly basis to the HCA Contract Manager via email for written approval, in accordance with the following date ranges and due dates:

#	Date Range	Due Date
Q1	10/1/2025-12/31/2025	1/15/2026
Q2	10/1/2025-3/31/2026	4/15/2026
Q3	10/1/2025-6/30/2026	7/15/2026
Q4	10/1/2025-9/30/2026	With final invoice

c. Direct Service staff are required to attend New Employee Orientation (one time) (offered by HCA quarterly) and attend bi-monthly Learning Collaborative meetings.

d. PATH program managers are required to attend bi-monthly meetings titled “PATH Supervisor Meetings.”

e. PATH-funded staff are required to attend the annual HCA PATH and Peer Pathfinder Outreach Academy or online alternative if available.

f. PATH Providers are required to cooperate with requests for remote or in person site visits.

g. PATH Providers are required to cooperate with Annual Application (SAMHSA) requests for data and other information by HCA Contract Manager.

5.4.2. Report 2: IUP and Budget Narrative

5.4.2.1. Frequency: At least one (1), and additional instances, as applicable and requested by the HCA Contract Manager.

5.4.2.2. Components: Report template, provided by the HCA Contract Manager within sixty (60) days after Contract execution, using the object class categories referenced in HCA approved Contractor IUP budget narrative.

5.4.3. Report 3: Annual PATH Data Exchange (PDX) Report

5.4.3.1. Frequency: One (1) time

5.4.3.2. Components:

a. Each PATH provider Supervisor or Lead will submit one PATH Annual Data Report into PATH Data Exchange (PDX).

b. HCA will grant access to the PDX site upon request.

c. Analysis of performance will be based on IUP and factors that have affected local PATH project(s).

d. This report includes measures taken to maintain and improve the integrity of PATH project(s).

e. Submit through SAMHSA-required annual report database (PATH PDX) aggregate

f. Participant service data consistent with the national 'PATH Annual Report Manual,' developed by SAMHSA's Homeless and Housing Resources Network and the CMHS GPRA Performance Measures, in accordance with Attachment 6, Center for Mental Health Services (CMHS) Government Performance and Results Act (GPRA) Performance Measures.

g. If a data check is prompted by the system:

i. Respond to SAMHSA data checks associated with warnings in PATH Data Exchange (PDX).

ii. SAMHSA reviews these data check measures each year and may request additional information to assist in evaluating the PATH program and reason why the GPRA measurement was not met.

iii. A list of current data checks is listed below.

iv. The Data check measurements are as follows:

A. Zero (0) individuals contacted = 0;

B. One hundred percent (100%) of persons contacted through outreach became enrolled in PATH;

C. Percentage of eligible persons contacted who became enrolled in PATH is less than forty-six percent (46%);

D. Number of persons enrolled has decreased by more than fifty percent (50%) since the previous year or increased by more than one hundred percent (100%) since the previous year;

E. Percentage of PATH Participant who received community mental health services is less than fifty-three percent (53%) of the GPRA measure;

F. Number of PATH Participants who are seventeen (17) years old or younger is greater than zero; and

G. Sum of “Client refused” and “Data not collected” categories for each demographic data element (“Unknown” category for field #28f) is greater than ten percent (10%) of the total number of persons enrolled in PATH (field #15).

ATTACHMENT 2: SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) FEDERAL FISCAL YEAR 2025 – STANDARD TERMS AND CONDITIONS

This Contract includes funds subject to the terms and conditions incorporated in this attachment. HCA is the recipient of the Federal Award and Contractor is a subrecipient. Contractor explicitly agrees that as a subrecipient, the terms and conditions in this attachment flow through HCA and apply to the Contractor.

These are SAMHSA's 2025 Award Standard Terms and Conditions for discretionary grants and cooperative agreements awarded by SAMHSA including all active awards that did not reach their project period end date by October 1, 2024, and supersede any previous terms and conditions. This content is undergoing Section 508 remediation. If you need assistance to access this file, please contact 508@samhsa.hhs.gov.

1. Administrative Requirements

The terms and conditions set forth in this attachment are not exhaustive. Refer to the HHS Administrative and National Policy Requirements for all applicable governing documents. The governing documents in the HHS Administrative and National Policy Requirements supersede provisions in these terms and conditions. Additionally, SAM.gov and Unique Entity Identifier (UEI) registration is required throughout the lifecycle of all SAMHSA awards.

As of September 22, 2025, the HHS Administrative and National Policy Requirements can be found on the HHS Grants and Policies Regulations webpage at: https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

2. Applicable Regulatory Provisions

Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. After October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

These are the specific provisions of 2 CFR 200 that went into effect for all active awards on October 1, 2024:

Provision	Previous Regulation(s)	New Regulation(s)	45 CFR Part 75 Threshold before 10/01/2024	2 CFR 200 New Threshold on or after 10/1/2024
Modified Total Direct Cost Definition	45 CFR 75.2	2 CFR 200.1	**$25,000**	**$50,000**
Equipment	45 CFR 75.2 45 CFR 75.320(e)	2 CFR 200.1, 200.313(e)	**$5,000**	**$10,000**
Unused Supplies	45 CFR 75.2 45 CFR 75.321(a)	2 CFR 200.1, 200.314(a))	**$5,000**	**$10,000**

Provision	Previous Regulation(s)	New Regulation(s)	45 CFR Part 75 Threshold before 10/01/2024	2 CFR 200 New Threshold on or after 10/1/2024
Micro-purchase Threshold	45 CFR 75.329(a)	2 CFR 200.320	**$10,000**	**$50,000**
Fixed Amount Awards Subawards	45 CFR 75.353	2 CFR 200.333	**$250,000**	**$500,000**
Closeout[1]	45 CFR 75.381	2 CFR 200.344	**90 days**	**120 days**
De Minimis Indirect Rate	45 CFR 75.414(f)	2 CFR 200.414(f)	**10%**	**15%**
Single Audit	45 CFR 75.501	2 CFR 200.501	**$750,000**	**$1,000,000**

3. Compliance with Court Orders

Any term or condition in this Contract, including those incorporated by reference, that SAMHSA is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

4. Health and Human Services Grants Policy Statement

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients and subrecipients are required to comply with the HHS GPS. HHS issued a revised GPS that will take effect on October 1, 2025. Recipients and subrecipients are required to comply with the revised GPS beginning on October 1, 2025.

5. Executive Orders

Recipients and subrecipients are required to comply with all applicable Executive Orders.

6. Subrecipient and Subcontract Monitoring and Management

All Federal assistance programs must comply with the subrecipient monitoring and management requirements described in 45 CFR 75.351 – 75.353.

1 See 88 FR 63591 (Sept. 15, 2023)

7. Subrecipient and Subcontract Monitoring and Management

All Federal assistance programs must comply with the subrecipient monitoring and management requirements described in 45 CFR 75.351 – 75.353.

Subrecipient: Recipients are required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of award as well as any supplemental requirements imposed by the recipient. These include administrative and audit requirements (where applicable) under 45 CFR Part 75. The recipient must conduct a risk assessment of subrecipient(s) in accordance with 45 CFR 75.352(b). Additionally, all subrecipient(s) must obtain a Unique Entity Identifier number assigned by the System for Award Management (SAM.gov), if they do not already have one. Recipients are required to check SAM.gov to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. Recipients are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. “Monitoring by the non-Federal entity must cover each program, function and activity.” See 45 CFR 75.342 and 75.352. Records must be maintained by the recipient and be sufficiently detailed for compliance.

8. Flow Down of Requirements to Subrecipients

The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 45 CFR 75.351 – 75.352, Subrecipient monitoring and management.

9. Ad Hoc Submissions

Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables (see 45 CFR 75.301). This information may include, but is not limited to, the following:

a. Payroll
b. Purchase orders
c. Contract documentation
d. Proof of project implementation

10. Obligation Period

Recipient and subrecipients may allocate to the award only allowable costs incurred during the period of performance. Costs incurred within a specific budget period may only be allocated to the award within the dates specified for that budget period.

11. Program Income

Recipients and subrecipients will use the *addition method* and add program income to funds committed to the project to further eligible project objectives. Subrecipients that are for-profit commercial organizations under the same award must use the *deductive alternative* and reduce their subaward by the amount of program income earned.

Program income must be used for the original purpose of the Federal award. Program income earned during the period of performance may only be used for costs incurred during the period of performance (see 45 CFR 75.307). Program income must be expended prior to requesting additional Federal funds. Program income exceeding amounts specified in the Federal award may be added to the total allowable costs in accordance with the terms and conditions of the Federal award.

12. Compliance Requirements

Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SAMHSA (see 45 CFR 75.371, Remedies for Non-compliance)

13. HHS Office of Inspector General (OIG) Hotline

The OIG of HHS maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Provide as much detailed information as possible in your report.

> Online: https://oig.hhs.gov/report-fraud Phone: 800-HHS-TIPS (800-447-8477)
> TTY: 800-377-4950
> Fax: 800-223-8164
> If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, visit the self-disclosure webpage at: https://oig.hhs.gov/compliance/self-disclosure-info/index.asp.

14. Mandatory Disclosures

Certain disclosure requirements apply to this Contract. To comply with the Contract, the Contractor must disclose, in a timely manner, in writing to HCA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Notice must be sent to HCA as required for legal notices in the Contract. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371, including suspension or debarment (See also 2 CFR Parts 180 and 376, and 31 U.S.C.3321), and other remedies as allowed by law and this Contract.

15. Future Spending

Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

16. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients and subrecipients must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non- federal sources. Contractor may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

17. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the Contract, 45 CFR 75, and the HHS Grants Policy Statement, are not allowable under this award.

18. Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award (see HHS Administrative and National Policy Requirements). Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Recipients and subrecipients are responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the HHS Grants Policy Statement.

19. Civil Rights Compliance Requirement

Recipients and subrecipients hereby agree to comply with Title VI of the Civil Rights Act of1964, as amended (codified at 42 U.S.C. 2000d *et seq.*), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Domestic recipients, subrecipients, and contractors must file Form HHS 690, Assurance of Compliance, once with the HHS Office for Civil Rights (OCR). It is not needed for each application. The recipient must ensure that subrecipients and contractors have filed the form.

20. Title IX Compliance Requirement

Recipient and subrecipient certifies as follows:

- They are compliant with Title IX of the Education Amendments of 1972, as amended,20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964,42 U.S.C. §§ 2000d et seq., and will remain compliant for the duration of the Contract.
- The above requirements are conditions of payment that go the essence of the Contract and are therefore material terms of the Contract.
- Payments under the Contract are predicated on compliance with the above requirements, and therefore recipient and subrecipients are not eligible for funding under the Contract or to retain any funding under the Contract absent compliance with the above requirements.
- Recipients and subrecipients acknowledge that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Contract.
- Recipients and subrecipients acknowledge that a knowing false statement relating to their compliance with the above requirements and/or eligibility for the Contract may subject them to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001

21. Prohibited Uses of Grant Funds in Harm Reduction Activities

SAMHSA recipients are subrecipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award or this Contract, the withholding of future payments, and the recoupment of any misused funds.

For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.

22. Antidiscrimination Compliance Requirement

Recipients and subrecipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

23. Universal Identifier and System of Award Management (SAM) Requirements

This award is subject to requirements as set forth in 2 CFR 25 – Universal Identifier and System for Award Management (SAM) Requirements.

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you must maintain the currency of your information in SAM.gov, until you submit the final financial report required under this Contract or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier if you are authorized (refer to the project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions. For purposes of this term:

1. SAM means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information on registration procedures may be found at SAM.gov.
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart D:
   - A governmental organization, which is a state, local government, or Indian Tribe;
   - A foreign public entity;
   - A domestic or foreign nonprofit organization;
   - A domestic or foreign for-profit organization; and
   - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
   - This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this Contract and that you award to an eligible subrecipient;
   - The term does not include your procurement of property and services needed to carry out the Contract (for further explanation, see 2 CFR 200.1 and CFR 200.331.
   - A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
   - receives a subaward from you under this Contract; and
   - is accountable to you for the use of the Federal funds provided by the Contract.

24. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The SAM.gov FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e., prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees must report against subcontracts awarded. HCA will report this Contract. The Contract information entered in SAM.gov will be displayed in the USASpending.gov record associated with the prime award.

25. SAM.gov Responsibility Qualification (R/Q) – Recipient Integrity and Performance (Reporting of Matters Related to Recipient Integrity and Performance)

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Contract, then you during that period of time must maintain the currency of information reported to SAM.gov that is made available in the designated integrity and performance system called Responsibility/Qualification (R/Q) on SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of this term and condition. This is a statutory requirement under section 872 of Public Law 110- 417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

26. Rights in Data and Publication

As applicable, recipients and subrecipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

27. Conflicts of Interest

Consistent with 45 CFR 75.112, recipients and subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

a. address conditions under which outside activities, relationships, or financial interest are proper or improper;
b. provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
d. specify the nature of penalties that may be imposed for violations.

28. Lobbying Restrictions

Per 45 CFR 75.215, Recipients and subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR 93.18 U.S.C. 1913 - Lobbying with appropriated moneys, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

29. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the recipient's Authorized Organization Representative (AOR) agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR 182. HHS implementing regulations are set forth in 2 CFR 382.400.

30. Trafficking Victims Protection Act of 2000

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b. Procure a commercial sex act during the period of time that the award is in effect; or,
c. Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at 2 CFR 175.105(b).

31. Confidentiality of Alcohol and Drug Abuse Patient Records

The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient and subrecipient are responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

32. Prohibition on Certain Telecommunications

As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

a. Procure or obtain;
b. Extend or renew a contract to procure or obtain; or
c. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

33. Executive Pay

For Executive Pay Salary Cap, refer to the Executive Pay section under Laws and Regulations on SAMHSA's website.

34. Advertising and Public Relations

Certain advertising costs are unallowable. Promotional items and memorabilia are unallowable for SAMHSA programs (see 45 CFR 75.421).

35. Acknowledgement of Federal Funding in Communications and Contracting

For each publication that results from HHS grant-supported activities, recipients and subrecipients must include an acknowledgment of grant support using one of the following statements:

> "This publication was made possible by Grant Number X06SM090475-PATH 25 from SAMHSA."
>
> "The project described was supported by Grant Number X06SM090475-PATH 25 from SAMHSA."

Recipients and subrecipients also must include a disclaimer stating the following:

"Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA]."

36. Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.

Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR 75.438, 75.456, 75.474, and 75.475.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, subaward and/or contract, the following statement must be included on conference materials, including promotional materials, agenda, and internet sites:

"Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement
by the U.S. Government."

37. Rights in Data and Publications

As applicable, recipients and subrecipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

38. Healthy People 2030

Healthy People 2030 is a national initiative led by HHS that set priorities for all SAMHSA

programs. Healthy People 2030 is the fifth iteration of the initiative. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 358 core or measurable objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2030 goals. The framework for Healthy People 2030 can be found on the Healthy People 2030 website.

39. Accessibility Provisions

Recipients and subrecipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and subrecipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex, and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS.

Recipients and subrecipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. See Discrimination on the Basis of Disability. Contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws or call 1- 800-368-1019 or TDD 1-800-537-7697.

40. Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's data-entry and reporting system.

GPRA tools are being updated to comply with the Presidential Executive Orders. Contact your Government Project Officer (GPO) for additional submission information.

41. Legislative Mandates

Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. Refer to the full text of P.L. 115-245.

42. Health Information Technology Interoperability

When your activities involve implementing, acquiring, or upgrading health IT, you and your subrecipients will:

a. Meet the standards and specifications in 45 CFR 170, subpart B, if those standards support the activity.
b. If the activities relate to activities of eligible clinicians in ambulatory settings or hospitals under Sections 4101, 4102, and 4201 of the HITECH Act, you will use only health IT certified by the Office of the National Coordinator for Health Information Technology (ONC) Health IT Certification Program.
c. If standards and implementation specifications in 45 CFR 170, subpart B cannot support the activity, we encourage you to use health IT that meets non-proprietary standards and specifications of consensus-based standards development organizations. This may include standards identified in the ONC Interoperability Standards Advisory. For more information, review HHS Health IT Alignment Policy | HHS Intranet and HHS Health IT Alignment Policy | HealthIT.gov.

43. Audits

Non-Federal recipients and subrecipients that expend $1,000,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501. Guidance on determining Federal awards expended is provided in 2 CFR 200.502.

Recipients and subrecipients are responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

For specific questions and information concerning the submission process:

a. Visit the FAC.gov
b. Contact the FAC Helpdesk

44. Risk Assessment

SAMHSA may perform an administrative review of HCA's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect HCA's ability to withdraw funds from the PMS account, until the concerns are addressed.

45. Closeout Requirements

In accordance with 2 CFR 200.344, award recipients and subrecipients must submit all final reports and liquidate all obligations no later than 120 days after the conclusion of the period of performance.

Additional closeout information and instruction on submitting reports is available at https://www.samhsa.gov/grants/grants-management/grant-closeout.

46. Cancel Year

31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

47. Termination

Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient and subrecipient agree the Contract is contingent upon the availability of appropriated funds, satisfactory performance, compliance with the terms and conditions of the award, and may also otherwise be terminated, to the extent authorized by law, if the agency determines that that the award continues to effectuate program goals or agency priorities.

Prior to October 1, 2025, 45 CFR 75.372 Termination applies to this award and states, in part, the following:

This award may be terminated in whole or in part:

a. By the HHS awarding agency (SAMHSA) or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
b. By the HHS awarding agency (SAMHSA) or pass-through entity for cause;
c. By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
d. By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Starting on October 1, 2025, 2 CFR 200.340 Termination applies to this award and states, in part, the following:

The Federal award may be terminated in part or its entirety as follows:

e. By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;
f. By the Federal agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
g. By the recipient or subrecipient upon sending the Federal agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through entity may terminate the Federal award in its entirety; or
h. By the Federal agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

SAMHSA is required to report any terminations the designated integrity and performance system called Responsibility/Qualification (R/Q) on SAM.gov (45 CFR 75.372(b)

ATTACHMENT 3: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Em Jones**.

a. *Source of Funds PATH: This Contract is being funded partially or in full through Cooperative Contract number X06SM090475, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Assistance Listing Number (ALN) number 93.150 in the amount of $207,459. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K8685**.*

b. *Period of Availability of Funds PATH: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in X06SM090475 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the Contract.
   iii. Change in a key person specified in the Contract.
   iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. *Sub-Contracting:* The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

HCA Federal Compliance Contact Information

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX' -** The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **North Sound Behavioral Health Administrative Services Organization**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	**ADMINISTRATIVE REQUIREMENTS**	**COST PRINCIPLES**	**AUDIT REQUIREMENTS**
State. Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES -** Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION :** The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    i. The dangers of drug abuse in the workplace;
    ii. The contractor's policy of maintaining a drug-free workplace;
    iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    i. Abide by the terms of the statement; and
    ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has

designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000

and not more than $100,000 for each such failure.

d. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA): The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

e. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE: Executive Director
PLEASE ALSO PRINT OR TYPE NAME: JanRose Ottaway Martin	
ORGANIZATION NAME: (if applicable) North Sound BHASO	DATE:

ATTACHMENT 6: CENTER FOR MENTAL HEALTH SERVICES (CMHS) GOVERNMENT PERFORMANCE AND RESULTS ACT (GPRA) PERFORMANCE MEASURES

OUTPUTS AND OUTCOMES TABLE			
FFY2026 PATH GPRA Measures			
#	Measure	a) Previous WA statewide result b) Target for record result c) Summary of result	FFY 25 Goal (Refer to IUP for Individual Provider Goals)
1	Percentage of enrolled homeless persons in the PATH program who receive community mental health services.	a) 37% b) 64% c) Goal Unmet	Increase to 64%
2	Number of PATH-eligible individuals contacted by PATH-funded outreach staff.	a) 2,318 b) 2,269 c) Goal Exceeded	Maintain or Exceed 2,269 Statewide
3	Percentage of PATH-eligible individuals contacted who become enrolled in PATH program and receive services.	a) 64% b) 57% c) Goal Exceeded	Maintain or Exceed 57%
4	Number of PATH- funded staff trained in SSI/SSDI Outreach, Access, Recovery (SOAR).	a) 17 b) 18 c) Goal Unmet	Increase to 18 (1-2 per PATH Provider)