

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

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

**WITH
COMMUNITY ACTION OF SKAGIT COUNTY (CASC)**

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

Contract Effective July 1, 2026

TABLE OF CONTENTS

1			
2			
3	ARTICLE ONE – DEFINITIONS		9
4	1.1	23-HOUR CRISIS RELIEF CENTER (CRC)	9
5	1.2	AGREEMENT	9
6	1.3	BEHAVIORAL HEALTH	9
7	1.4	BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)	9
8	1.5	BEHAVIORAL HEALTH EMERGENCY	9
9	1.6	Behavioral Health Professional	9
10	1.7	Behavioral Health Service Provider	9
11	1.8	CARE COORDINATION	10
12	1.9	CODE OF FEDERAL REGULATIONS (CFR)	10
13	1.10	CONDITIONAL RELEASE	10
14	1.11	CONFIDENTIAL INFORMATION	10
15	1.12	CONTRACTED SERVICES	10
16	1.13	CONTRACTOR	10
17	1.14	COST REIMBURSEMENT	11
18	1.15	CRISIS	11
19	1.16	CRISIS SERVICES (BEHAVIORAL HEALTH)	11
20	1.17	CRISIS STABILIZATION UNIT (CSU)	11
21	1.18	CRITICAL INCIDENT	11
22	1.19	CULTURAL HUMILITY	11
23	1.20	CULTURALLY APPROPRIATE CARE	12
24	1.21	DEBARMENT	12
25	1.22	DESIGNATED CRISIS RESPONDER	12
26	1.23	EMERGENT CARE	12
27	1.24	ENDORSEMENT	12
28	1.25	FACILITY	12
29	1.26	FACILITY-BASED STABILIZATION SERVICES	12
30	1.27	FIRST RESPONDERS	12
31	1.28	FRAUD	13
32	1.29	HEALTHCARE AUTHORITY (HCA)	13
33	1.30	HEALTH CARE PROFESSIONAL	13
34	1.31	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	13
35	1.32	HEALTH PLAN	13
36	1.33	INDIVIDUAL	13
37	1.34	INVOLUNTARY TREATMENT ACT (ITA)	14
38	1.35	INVOLUNTARY TREATMENT ACT (ITA) SERVICES	14
39	1.36	LESS RESTRICTIVE ALTERNATIVE (LRA) TREATMENT	14
40	1.37	MANAGED CARE ORGANIZATION (MCO)	14
41	1.38	MEDICAL CLEARANCE	14
42	1.39	MEDICALLY NECESSARY	15
43	1.40	MEMBER	15
44	1.41	MENTAL HEALTH ADVANCE DIRECTIVE	15

1	1.42	MENTAL HEALTH BLOCK GRANT (MHBG).....	15
2	1.43	MENTAL HEALTH CARE PROVIDER.....	15
3	1.44	MENTAL HEALTH PROFESSIONAL	15
4	1.45	MOBILE RAPID RESPONSE CRISIS TEAM (MRRCT)	16
5	1.46	MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)	16
6	1.47	NORTH SOUND INTEGRATED CARE NETWORK (North Sound ICN).....	16
7	1.48	PARTICIPATING PROVIDER.....	16
8	1.49	PAYOR	16
9	1.50	PEER BRIDGER.....	16
10	1.51	PROVIDER.....	16
11	1.52	REVISED CODE OF WASHINGTON (RCW).....	17
12	1.53	SECURE WITHDRAWAL MANAGEMENT AND STABILIZATION FACILITY (SWMS)	17
13	1.54	STABILIZATION SERVICES	17
14	1.55	SUBSTANCE Prevention, Treatment, and Recovery Services (SUPTRS)	17
15	1.56	URGENT BEHAVIORAL HEALTH SITUATION	17
16	1.57	WASHINGTON ADMINISTRATIVE CODE (WAC)	17
17		ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS	18
18	2.1	NETWORK PARTICIPATION	18
19	2.2	STANDARDS FOR PROVISION OF CARE.....	18
20	2.3	TREATMENT ALTERNATIVES	19
21	2.4	PROMOTIONAL ACTIVITIES.....	19
22	2.5	LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS	19
23	2.6	INDEPENDENT MEDICAL/CLINICAL JUDGEMENT	20
24	2.7	NON-DISCRIMINATION	20
25	2.8	DATA INFORMATION SYSTEM REQUIREMENTS	20
26	2.9	REPORT DELIVERABLE TEMPLATES.....	21
27	2.10	CARE COORDINATION.....	21
28	2.11	BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS	21
29	2.12	RECORDKEEPING AND CONFIDENTIALITY.....	22
30	2.13	INDIVIDUAL’S COPAYMENTS, COINSURANCE AND DEDUCTIBLES.....	23
31	2.14	CLIENT HOLD HARMLESS	23
32	2.15	PROGRAM PARTICIPATION	24
33	2.16	NOTICES	25
34	2.17	PARTICIPATION IN CREDENTIALING	26
35	2.18	PROVIDER TRAINING AND EDUCATION.....	27
36		ARTICLE THREE – NORTH SOUND BH-ASO OBLIGATIONS	28
37	3.1	ADMINISTRATIVE SUPPORT	28
38	3.2	CONTINUUM OF BEHAVIORAL HEALTH CARE	28
39	3.3	COLLECTION OF SERVICE ENCOUNTERS	28
40	3.4	PAYMENT	28
41	3.5	SUBMISSION OF CLAIMS.....	28
42	3.6	COORDINATION	29
43		ARTICLE FOUR - TERM AND TERMINATION.....	30
44	4.1	TERM.....	30

1	4.2	TERMINATION WITHOUT CAUSE	30
2	4.3	TERMINATION WITH CAUSE	30
3	4.4	IMMEDIATE TERMINATION	30
4	4.5	TERMINATION DUE TO CHANGE IN FUNDING	30
5	4.6	TERMINATION NOTIFICATION TO INDIVIDUALS.....	32
6		ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS.....	33
7	5.1	GENERAL FISCAL ASSURANCES	33
8	5.2	FINANCIAL ACCOUNTING REQUIREMENTS	33
9		ARTICLE SIX - OVERSIGHT AND REMEDIES	35
10	6.1	OVERSIGHT AUTHORITY.....	35
11	6.2	REMEDIAL ACTION	35
12	6.3	NOTICE REQUIREMENTS.....	37
13		ARTICLE SEVEN - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR	38
14	7.1	BACKGROUND.....	38
15	7.2	MUTUAL COMMITMENTS.....	38
16	7.3	ASSIGNMENT	38
17	7.4	AUTHORITY	38
18	7.5	COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES	39
19	7.6	COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE	40
20	7.7	CONFIDENTIALITY OF PERSONAL INFORMATION.....	40
21	7.8	CONTRACT PERFORMANCE/ENFORCEMENT.....	41
22	7.9	COOPERATION	41
23	7.10	DEBARMENT CERTIFICATION.....	41
24	7.11	EXCLUDED PARTIES.....	41
25	7.12	DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH	
26		PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT.....	43
27	7.13	EXECUTION, AMENDMENT AND WAIVER	43
28	7.14	HEADINGS AND CAPTIONS	43
29	7.15	INDEMNIFICATION	43
30	7.16	INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO	44
31	7.17	INSURANCE	44
32	7.18	INTEGRATION.....	44
33	7.19	MAINTENANCE OF RECORDS.....	44
34	7.20	NOTICE OF AMENDMENT	45
35	7.21	NO WAIVER OF RIGHTS.....	45
36	7.22	ONGOING SERVICES.....	45
37	7.23	ORGANIZATIONAL CHANGES	46
38	7.24	OVERPAYMENTS.....	46
39	7.25	OWNERSHIP OF MATERIALS	46
40	7.26	PERFORMANCE	46
41	7.27	RESOLUTION OF DISPUTES	46
42	7.28	SEVERABILITY AND CONFORMITY	47
43	7.29	SINGLE AUDIT ACT.....	47
44	7.30	SUBCONTRACTS	47

1 7.31 SURVIVABILITY 49

2 7.32 TREATMENT OF INDIVIDUAL’S PROPERTY 49

3 7.33 WARRANTIES..... 49

4 7.34 CONTRACT CERTIFICATION 49

5

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 E – Federal Subaward Identification

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

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

7
8 **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure
9 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability
10 Act of 1996 (HIPAA Privacy and Security Rules, 45 Code of Federal Regulations (C.F.R.) Parts 160 and
11 164, 42 C.F.R. Part 2); now, therefore,

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

14
15 **II. CONTRACT**

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

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

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

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

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

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

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

39
40 **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter
41 mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

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
2 **1.20 CULTURALLY APPROPRIATE CARE**

3 Culturally Appropriate Care means the practice of being sensitive to a person’s cultural
4 identity or heritage. Health care services are provided with Cultural Humility and an
5 understanding of the patient’s culture and community and informed by Historical Trauma
6 and the resulting cycle of Adverse Childhood Experiences (ACEs).
7

8 **1.21 DEBARMENT**

9 “Debarment” means an action taken by a federal official to exclude a person or business
10 entity from participating in transactions involving certain federal funds.
11

12 **1.22 DESIGNATED CRISIS RESPONDER**

13 Designated Crisis Responder (DCR) means a Mental Health Professional appointed by
14 county, by an entity appointed by the county, or by HCA in consultation with a Tribe or
15 after meeting and conferring with an Indian health Care Provider, to perform the duties
16 specified in chapter 71.05 RCW.
17

18 **1.23 EMERGENT CARE**

19 Emergent Care means services that, if not provided, would likely result in the need for
20 crisis intervention or hospital evaluation due to concerns of potential danger to self,
21 others, or grave disability according to RCW 71.05.153. Crisis response shall occur within
22 two hours from referral.
23

24 **1.24 ENDORSEMENT**

25 “Endorsement” means Health Care Authority (HCA) has determined the Mobile Rapid
26 Response Crisis Team (MRRCT) or Community Based Crisis Team (CBCT) meet all the
27 Endorsement criteria standards identified in chapter 182-140 WAC. The Endorsement is a
28 voluntary designation that a MRRCT or CBCT may obtain to signify that it maintains the
29 capacity to respond to people who are experiencing a significant Behavioral Health
30 emergency requiring an urgent, in-person response.
31

32 **1.25 FACILITY**

33 “Facility” means, but is not limited to, a hospital, an inpatient rehabilitation center, Long-
34 Term and Acute Care (LTAC) center, skilled nursing facility, and nursing home.
35

36 **1.26 FACILITY-BASED STABILIZATION SERVICES**

37 “Facility-based Stabilization Services” (also referred to as Crisis Stabilization Facilities)
38 means Crisis Stabilization Services provided in a facility licensed by DOH and certified by
39 DBHR as either CSU or CRCs.
40

41 **1.27 FIRST RESPONDERS**

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

1 include law enforcement officers, firefighters, medical and hospital emergency rooms, and
2 911 call centers.

3
4 **1.28 FRAUD**

5 “Fraud” means an intentional deception or misrepresentation made by an individual or
6 entity with the knowledge that the deception could result in some unauthorized benefit to
7 him or herself or some other person. It includes any act that constitutes Fraud under
8 applicable federal or state law.
9

10 **1.29 HEALTHCARE AUTHORITY (HCA)**

11 “Health Care Authority (HCA)” means the Washington State Health Care Authority, any
12 division, Section, office, unit, or other entity of HCA or any of the officers or other officials
13 lawfully representing HCA.
14

15 **1.30 HEALTH CARE PROFESSIONAL**

16 “Health Care Professional” means a physician or any of the following acting within his or
17 her scope of practice; an applied behavior analyst, certified registered dietitian,
18 naturopath, podiatrist, optometrist, optician, osteopath, chiropractor, psychologist,
19 psychological associate, dentist, physician assistant, physical or occupational therapist,
20 therapist assistant, speech language pathologist, audiologist, registered or practical nurse
21 (including nurse practitioner or clinical nurse specialist, certified registered nurse
22 anesthetist, and certified nurse midwife), licensed midwife, licensed social worker
23 (advanced or independent clinical license or associate), licensed mental health counselor,
24 licensed mental health counselor associate, licensed marriage and family therapist,
25 licensed marriage and family therapist associate, registered respiratory therapist,
26 pharmacist, and certified respiratory therapy technician.
27

28 **1.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

29 “Health Insurance Portability and Accountability Act (HIPAA)” means the Health Insurance
30 Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8, as
31 amended, and its attendant regulations as promulgated by the U.S. Department of Health
32 and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS
33 Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the
34 Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and
35 164.
36

37 **1.32 HEALTH PLAN**

38 A plan that undertakes to arrange for the provision of health care services to subscribers
39 or enrollees, or to pay for or to reimburse for any part of the cost for those services, in
40 return for a prepaid or periodic charge paid for by or on behalf of subscribers or enrollees.
41

42 **1.33 INDIVIDUAL**

43 “Individual” means any person in the RSA regardless of income, ability to pay, insurance
44 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).

1 2.2.6 **Subcontract Arrangements**

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

8 2.2.7 **Availability of Services**

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

14
15 2.3 **TREATMENT ALTERNATIVES**

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

22
23 2.4 **PROMOTIONAL ACTIVITIES**

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

29
30 2.5 **LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS**

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

1 2.6 **INDEPENDENT MEDICAL/CLINICAL JUDGEMENT**

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

10 2.7 **NON-DISCRIMINATION**

11
12 2.7.1 **Enrollment.**

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

20 2.7.2 **Employment.**

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

29 2.8 **DATA INFORMATION SYSTEM REQUIREMENTS**

30
31 2.8.1 Provider shall:

- 32
33 2.8.1.1 Have a Health Information System (HIS) that complies with the
34 requirements of 42 C.F.R. Part 438.242 and can report complete and
35 accurate data to North Sound BH-ASO as specified in the North Sound
36 BH-ASO SPSG;
37 2.8.1.2 Remedy all data errors within 30 days of receipt of an error report
38 from the North Sound BH-ASO information system (IS);
39 2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error
40 reports have been addressed;
41 2.8.1.4 Maintain up to date individual contact information in the HIS; and
42 2.8.1.5 Maintain a written Business Continuity and Disaster Recovery Plan
43 (BCDRP) with an identified update process (at least annually) that
44 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 SPSP 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

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

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

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

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

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

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

30
31 Willfully collecting or attempting to collect an amount from an individual knowing that
32 collection to be in violation of the participating provider or facility contract constitutes a
33 class C felony under RCW 48.80.030.
34

35 2.15 **PROGRAM PARTICIPATION**

36 37 2.15.1 **Participation in Grievance Program**

38 Provider shall implement a Grievance Program that complies with WAC 182-
39 538C-110 or its successors and shall participate in North Sound BH-ASO's
40 Grievance Program and cooperate in identifying, processing, and promptly
41 resolving all individual complaints, grievances, or inquiries.

42 2.15.2 **Participation in Quality Improvement Program**

43

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

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

7 2.16 NOTICES

8 2.16.1 Critical Incident Reporting

9
10 Provider shall send immediate notification to North Sound BH-ASO and, when
11 indicated, to the applicable MCO of any Critical Incident involving an individual.
12 Notification shall be made during the business day on which Provider becomes
13 aware of the Critical Incident. If Provider becomes aware of a Critical Incident
14 involving an individual after business hours, Provider shall provide notice to
15 North Sound BH-ASO and, when indicated, to the applicable MCO as soon as
16 possible the next business day. Provider shall provide to North Sound BH-ASO
17 and, when indicated, to the applicable MCO all available information related to a
18 Critical Incident at the time of notification, including: a description of the event,
19 the date and time of the incident, the incident location, incident type,
20 information about the individuals involved in the incident and the nature of their
21 involvement; the individual's or other involved individuals' service history with
22 Provider; steps taken by Provider to minimize potential or actual harm; and any
23 legally required notification made by Provider. Upon North Sound BH-ASO's
24 request, and as additional information becomes available, Provider shall update
25 the information provided regarding the Critical Incident and, if requested by
26 MCO, shall prepare a written report regarding the Critical Incident, including any
27 actions taken in response to the incident, the purpose for which such actions
28 were taken, any implications to Provider's delivery system and efforts designed
29 to prevent or lessen the possibility of future similar incidents. Reporting shall
30 comport with North Sound BH-ASO SPSG.
31

32 2.16.2 Notice of sites/services change

33 Provider shall, prior to making a public announcement of any site or service
34 changes, notify North Sound BH-ASO in writing and receive approval at least:
35

36 2.16.2.1 120 days prior to closing a Provider site or opening any additional
37 site(s) providing services under this Agreement.

38 2.16.2.2 30 days prior to any Provider change that would significantly affect the
39 delivery of or payment for services provided, including changes in tax
40 identification numbers, billing addresses, or practice locations.

41 2.16.2.3 If Provider discontinues services or closes a site in less than 30 days,
42 Provider shall notify North Sound BH-ASO as soon as possible and prior
43 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-

credentiaing criteria established by North Sound BH-ASO. Provider shall immediately notify North Sound BH-ASO of any change in the information submitted or relied upon by Provider to achieve credentialed status. If Provider's credentialed status is revoked, suspended, or limited by North Sound BH-ASO, North Sound BH-ASO may, at its discretion, terminate this Agreement and/or reassign individuals to another provider.

2.18 PROVIDER TRAINING AND EDUCATION

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

2.18.1 Exception to required training

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

2.18.2 Safety and violence-prevention training

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

2.18.3 Cultural humility training

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

2.18.4 Health Education/Training

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

2.18.5 Provider Non-Solicitation

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

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

2 **3.1 ADMINISTRATIVE SUPPORT**

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

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

21

22 **3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE**

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

26

27 **3.3 COLLECTION OF SERVICE ENCOUNTERS**

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

30

31 **3.4 PAYMENT**

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

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

38

39 **3.5 SUBMISSION OF CLAIMS**

40 If Provider submits claims for Services rendered under this Contract, the following
41 requirements shall apply:
42

1 3.5.1 **Clean Claims Standards**

2 Except as agreed to by the parties on a claim-by-claim basis, North Sound BH-
3 ASO shall pay or deny not less than (i) 95% of Clean Claims received from
4 Provider within 30 days of receipt; (ii) 95% of all claims received from Provider
5 within 60 days of receipt; and (iii) 99% of all Clean Claims received from Provider
6 within 90 days of receipt.

7 3.5.2 **Clean Claim – Definition**

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

12
13 3.6 **COORDINATION**

14 North Sound BH-ASO shall be responsible for coordinating with Participating Providers to
15 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

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

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

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

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

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

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

6 **4.6 TERMINATION NOTIFICATION TO INDIVIDUALS**

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

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

2 **5.1 GENERAL FISCAL ASSURANCES**

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

10
11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:

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

31
32 **5.2.5.1 Financial Reporting**

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

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

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

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

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

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

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

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.

1 6.2.3 CAP is subject to approval by North Sound BH-ASO, which may:

2
3 6.2.3.1 Accept the plan as submitted;

4 6.2.3.2 Accept the plan with specified modifications;

5 6.2.3.3 Request a modified plan; or

6 6.2.3.4 Reject the plan.

7
8 6.2.4 Provider agrees North Sound BH-ASO may initiate remedial action as outlined in
9 subsection (6.2.5) below if North Sound BH-ASO determines any of the following
10 situations exist:

11
12 6.2.4.1 If a problem exists that poses a threat to the health or safety of any
13 person or poses a threat of property damage/an incident has occurred
14 that resulted in injury or death to any person/resulted in damage to
15 property.

16 6.2.4.2 Provider has failed to perform any of the behavioral health services
17 required in this Contract, which includes the failure to maintain the
18 required capacity as specified by North Sound BH-ASO to ensure
19 enrolled individuals receive medically necessary services, including
20 delegated functions; except, that no remedial action pursuant to
21 subsection (6.2.5) hereof shall be taken if such failure to maintain
22 required capacity is due to any interruption in, or depletion of the
23 available amount of money to Provider as described in Exhibit B of this
24 contract for purposes of performing services under this contract;
25 however, in such an instance, North Sound BH-ASO may terminate all or
26 part of this contract on as little as 30 days written notice.

27 6.2.4.3 Provider has failed to develop, produce and/or deliver to North Sound
28 BH-ASO any of the statements, reports, data, data corrections,
29 accountings, claims and/or documentation described herein, in
30 compliance with all the provisions of this Contract.

31 6.2.4.4 Provider has failed to perform any administrative function required
32 under this Contract, including delegated functions. For the purposes of
33 this section, "administrative function" is defined as any obligation other
34 than the actual provision of behavioral health services.

35 6.2.4.5 Provider has failed to implement corrective action required by the state
36 and within North Sound BH-ASO prescribed timeframes.

37
38 6.2.5 North Sound BH-ASO may impose any of the following remedial actions in
39 response to findings of situations as outlined above.
40

- 1 6.2.5.1 Withhold two (2%) percent of the next monthly payment and each
2 monthly payment thereafter until the corrective action has achieved
3 resolution. North Sound BH-ASO, at its sole discretion, may return a
4 portion or all of any payments withheld once satisfactory resolution has
5 been achieved.
6 6.2.5.2 Compound withholdings identified above by an additional one-half of
7 one percent (1/2 of 2%) for each successive month during which the
8 remedial situation has not been resolved.
9 6.2.5.3 Revoke delegation of any function delegated under this contract.
10 6.2.5.4 Deny any incentive payment to which Provider might otherwise have
11 been entitled under this Contract or any other arrangement by which
12 DBHR provides incentives.
13 6.2.5.5 Termination for Default, as outlined in this Contract.
14

15 6.3 **NOTICE REQUIREMENTS**

16 Whenever this Contract provides for notice to be provided by one (1) party to another,
17 such notice shall be in writing and directed to the chief executive office of the Provider
18 and the project representative of the County department specified on page one (1) of this
19 Contract. Any time within which a party must take some action shall be computed from
20 the date that the notice is received by said party.
21

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

2

3 **7.1 BACKGROUND**

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

17

18 **7.2 MUTUAL COMMITMENTS**

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

25

26 **7.3 ASSIGNMENT**

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

32

33 **7.4 AUTHORITY**

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

42

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

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

9 7.5.1 Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 C.F.R.;

10 7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;

11 7.5.3 Americans with Disabilities Act (ADA) of 1990;

12 7.5.4 Title VI of the Civil Rights Act of 1964;

13 7.5.5 Age Discrimination Act of 1975;

14 7.5.6 All local, State and Federal professional and facility licensing and certification
15 requirements/standards that apply to services performed under the terms of this
16 Contract;

17 7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);

18 7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the
19 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
20 Executive Order 11738 and Environmental Protection Agency (EPA) regulations
21 (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of
22 Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the
23 EPA.

24 7.5.9 Any applicable mandatory standards and policies relating to energy efficiency,
25 which are contained in the State Energy Conservation Plan, issued in compliance
26 with the federal Energy Policy and Conservation Act;

27 7.5.10 Those specified in RCW Title 18 for professional licensing;

28 7.5.11 Reporting of abuse as required by RCW 26.44.030;

29 7.5.12 Industrial insurance coverage as required by RCW Title 51;

30 7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;

31 7.5.14 WAC 246-341 and 388-865;

32 7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as
33 described in 42 C.F.R. §422.208; and b) does not Contract with any subcontractor
34 operating such a plan.

35 7.5.16 HCA/MCO Quality Strategy;

36 7.5.17 State of Washington behavioral health system mission statement, value
37 statement and guiding principles for the system;

38 7.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
39 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
40 Instructions;

41 7.5.19 Any applicable federal and state laws that pertain to individual's rights. Provider
42 shall ensure its staff takes those rights into account when furnishing services to
43 individuals.

- 1 7.5.20 42 United States Code (USC) 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of
2 the SSA), which prohibits making payments directly or indirectly to physicians or
3 other providers as an inducement to reduce or limit behavioral health services
4 provided to individuals;
5 7.5.21 Any P&P's developed by DSHS/HCA which governs the spend-down of individual's
6 assets;
7 7.5.22 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
8 knowingly have a director, officer, partner, or person with a beneficial ownership
9 of more than five (5%) of Provider, BHA or subcontractor's equity, or an
10 employee, Provider, or consultant who is significant or material to the provision of
11 services under this Contract, who has been, or is affiliated with someone who has
12 been, debarred, suspended, or otherwise excluded by any federal agency.
13 7.5.23 Federal and State non-discrimination laws and regulations;
14 7.5.24 HIPAA (45 C.F.R. parts 160-164);
15 7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 C.F.R. Subchapter A, Part 2;
16 7.5.26 HCA-CIS Data Dictionary and its successors;
17 7.5.27 Federal funds must not be used for any lobbying activities.
18 7.5.28 Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
19

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

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

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

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

35 7.7 **CONFIDENTIALITY OF PERSONAL INFORMATION**

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

1
2 **7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

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

12
13 **7.9 COOPERATION**

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

16
17 **7.10 DEBARMENT CERTIFICATION**

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

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

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

32
33 **7.11 EXCLUDED PARTIES**

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

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

- 39
40 7.11.1 Screening Provider and subcontractor's employees and individuals and entities
41 with an ownership or control interest for excluded individuals and entities prior
42 to entering into a contractual or other relationship where the individual or
43 entity would benefit directly or indirectly from funds received under this
44 Contract.

- 1 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
2 individuals and entities with an ownership or control interest for excluded
3 individuals and entities that would benefit directly or indirectly from funds
4 received under this Contract.
5 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
6 entities with an ownership or control interest that would benefit from funds
7 received under this Contract for newly added excluded individuals and entities.
8

9 Report to North Sound BH-ASO:
10

- 11 7.11.4 Any excluded individuals and entities discovered in the screening within 10
12 business days;
13 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
14 individuals and entities and the recovery of such payments;
15 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
16 subcontractor's employees and individuals with an ownership or control
17 interest discovered in the screening;
18 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership
19 or control interest convicted of any criminal or civil offense described in SSA
20 section 1128 within 10 business days of Provider becoming aware of the
21 conviction;
22 7.11.8 Any subcontractor terminated for cause within 10 business days of the
23 effective date of termination to include full details of the reason for
24 termination;
25 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or
26 control interest.
27

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

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

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

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

42 An individual or entity is considered to have an ownership or control interest if they have
43 direct or indirect ownership of five percent (5%) or more, or are a managing employee
44 (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.

1
2 **7.23 ORGANIZATIONAL CHANGES**

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

7
8 **7.24 OVERPAYMENTS**

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

14
15 **7.25 OWNERSHIP OF MATERIALS**

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

22
23 The foregoing products license shall not apply to existing training materials, consulting
24 aids, checklists, and other materials and documents of the Provider which are modified for
25 use in the performance of this Contract.

26
27 The foregoing provisions of this section shall not apply to existing training materials,
28 consulting aids, checklists, and other materials and documents of the Provider that are not
29 modified for use in the performance of this Contract.

30
31 **7.26 PERFORMANCE**

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

37
38 **7.27 RESOLUTION OF DISPUTES**

39 Each Party shall cooperate in good faith and deal fairly in its performance hereunder to
40 accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and
41 confer to resolve any problems that arise. If a dispute is not resolved, the Parties will
42 participate in and equally share the expense of a mediation conducted by a neutral third-
43 party professional prior to initiating litigation or arbitration. If the dispute is not resolved
44 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;

1 7.30.14 Require the subcontractor to correct any areas of deficiencies in the
2 subcontractor's performance that are identified by Provider, North Sound BH-
3 ASO/HCA;

4 7.30.15 Require best efforts to provide written or oral notification within 15 business
5 days of termination of a Primary Care Provider (PCP) to individuals currently
6 open for services who had received a service from the affected PCP in the
7 previous 60 days. Notification must be verifiable in the individual's medical
8 record at the subcontractor.
9

10 **7.31 SURVIVABILITY**

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

18 **7.32 TREATMENT OF INDIVIDUAL'S PROPERTY**

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

28 **7.33 WARRANTIES**

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

34 **7.34 CONTRACT CERTIFICATION**

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

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

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

8 The Program Administrator for Community Action of Skagit County (CASC) is:

9
10 William B. Henkel, Executive Director
11 Community Action of Skagit County (CASC)
12 330 Pacific Place
13 Mount Vernon, WA 98273
14

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

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

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

COMMUNITY ACTION OF SKAGIT COUNTY

21
22
23
24
25 _____
26 Lindsay Lopes
Deputy Director

Date

William B. Henkel
Executive Director

Date



North Sound BH-ASO
2021 E. College Way, Suite 101, Mt. Vernon, WA 98273
Phone: (360) 416-7013 Fax: (360) 899-4754
www.nsbhaso.org

EXHIBIT A: SCHEDULE OF SERVICES

PROVIDER: COMMUNITY ACTION OF SKAGIT COUNTY (CASC)

CONTRACT: NS BH-ASO-CASC-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 Community Action Of Skagit County (CASC) 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
<i>Outpatient Services (Within Available Resources)</i>	
	Mental Health Outpatient and Medication Management
	Opiate Treatment Program (OTP)
	Substance Use Disorder Outpatient Benefit
<i>Evaluation and Treatment (E&T)</i>	
	Sixteen-Bed Evaluation and Treatment Facility Services

<i>Crisis Services</i>	
	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
<i>Withdrawal Management Services (Within in Available Resources)</i>	
	Clinically Managed Withdrawal Management
	Medically Monitored Inpatient Withdrawal
	Secure Withdrawal Management
<i>Substance Use Disorder Residential (Within Available Resources)</i>	
	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
<i>Crisis Triage (Within Available Resources)</i>	
	Clinical Managed Withdrawal Management
<i>Legislative Proviso Services (Within Available Resources)</i>	
	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)
	Proviso 86 – Behavioral Health Housing
07/01/2026 – 06/30/2027	Recovery Navigator Program
	Trueblood Misdemeanor Diversion
<i>Federal Block Grant</i>	
	Co-Responder Outreach Program
	Housing and Recovery through Peer Services (HARPS) - Subsidies
	Housing and Recovery through Peer Services (HARPS) – Team (Whatcom & Skagit Counties)
07/01/2026 – 06/30/2027	Opiate Outreach
	Peer Bridgers
	Peer Pathfinder Homeless Outreach
	Pregnant and Parenting Women (PPW) Housing Support Services
	Traditional Healing Services
<i>Community Behavioral Health Rental Assistance (CBRA)</i>	
	CBRA
<i>Projects for Assistance in Transition of Homelessness (PATH) Teams Services</i>	
	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
<i>Outpatient Services - Mental Health (within available resources)</i>				
Psychiatrist/MD/DO	\$142.89	\$571.55	\$142.89	\$571.55
Nurse Practitioner/Physician Assistant	\$90.56	\$362.25	\$90.56	\$362.25
Registered Nurse/LPN	\$56.93	\$227.70	\$73.89	\$295.55
PhD and Masters-Level Providers	\$47.44	\$189.75	\$61.53	\$246.10
Bachelor's, AA Level Clinician	\$35.36	\$141.45	\$46.00	\$184.00
Peer Counselor – Certified	\$27.89	\$111.55	\$36.23	\$144.90
Medical Assistant – Certified	\$27.89	\$111.55	\$36.23	\$144.90
Interpreter	\$31.40	\$125.58	\$31.40	\$125.58
<i>Outpatient Services – Substance Use Disorder (within available resources)</i>				
Bachelor's, AA Level Clinician	\$35.36	\$85.96	\$46.00	\$85.96
Substance Use Disorder Professional (SUDP)	\$47.44	\$189.75	\$61.53	\$246.10
Substance Use Disorder Professional Trainee (SUDPT)	\$38.24	\$152.95	\$49.74	\$198.95
Interpreter	\$31.40	\$125.58	\$31.40	\$125.58
PhD and Masters-Level Providers	\$47.44	\$189.75	\$61.53	\$246.10
Psychiatrist/MD/DO	\$142.89	\$571.55	\$142.89	\$571.55
Nurse Practitioner/Physician Assistant	\$90.56	\$362.25	\$90.56	\$362.25
Registered Nurse	\$56.93	\$227.70	\$73.89	\$295.55

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

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

*Refer to Provider Contract for specific budget allocation.

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

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

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

The following services are paid based on cost reimbursement.

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

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

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



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: COMMUNITY ACTION OF SKAGIT COUNTY (CASC)

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

North Sound Behavioral Health Administrative Services Organization Community Action of Skagit County	
FUNDING OVERVIEW	
Six Month Budget July 1, 2026 to 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
Blake Recovery Navigator	\$ 264,427.50
Opiate Outreach	\$ 123,000.00
Total Contract Amount	\$ 387,427.50

North Sound Behavioral Health Administrative Services Organization Blake Recovery Navigator Cost Reimbursement Budget Community Action of Skagit County		
Six Month Budget July 1, 2026 to December 31, 2026		
Revenues		
Blake Recovery Navigator	\$	264,427.50
Total	\$	264,427.50
Expenses		
Blake Recovery Navigator	\$	264,427.50
Total	\$	264,427.50
Budget Amount	\$	264,427.50
Expenses		-
Balance	\$	264,427.50

North Sound Behavioral Health Administrative Services Organization Opiate Outreach Cost Reimbursement Budget Community Action of Skagit County	
Six Month Budget July 1, 2026 to December 31, 2026	
Revenues	
SUPTRS Outreach to Individuals Using Intravenous Drugs	\$ 123,000.00
Total	\$ 123,000.00
Expenses	
Opiate Outreach Program Expenses	\$ 123,000.00
Total	\$ 123,000.00
Budget Amount	\$ 123,000.00
Expenses	-
Balance	\$ 123,000.00
Substance Use Prevention Treatment and Recovery Support Services (SUPTRS) Formerly (SABG)	



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 E Federal Subaward Identification K3847

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B08TI088142-01
3.	Federal Award Date	02/24/2025
4.	Assistance Listing Number and Title	93.959 Block Grants for Prevention and Treatment of Substance Abuse
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for North Sound BH-ASO Awarding Official	Lisa Hudspeth, Contracts Manager North Sound Behavioral Health Administrative Services Organization lisa_hudspeth@nsbhaso.org 360-416-7013
7.	Subrecipient name (as it appears in SAM.gov)	Community Action of Skagit County
8.	Subrecipient's Unique Entity Identifier (UEI)	FBAKJSMYE715
9.	Subaward Project Description	Opiate Outreach Program
10.	Primary Place of Performance	98273
11.	Subaward Period of Performance	07/01/2026 – 12/31/2026
12.	Amount of Federal Funds Obligated by this Action	\$123,000
13.	Total Amount of Federal Funds Obligated by North Sound BH-ASO to the Subrecipient, including this Action	\$123,000
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimis (15%)