

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

**FEDERAL BLOCK GRANT CONTRACT**

**CFDA 93.958 COMMUNITY MENTAL HEALTH  
BLOCK GRANT (MHBG)**

**CFDA 93.959 COMMUNITY SUBSTANCE ABUSE  
BLOCK GRANT (SABG)**

**WITH  
THE TULALIP TRIBES**

**CONTRACT #NORTH SOUND BH-ASO-TULALIP TRIBE-FBG-23**

**EFFECTIVE JULY 1, 2023**

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1 EXHIBITS

2  
3 **Incorporation of Exhibits**

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

8  
9 Exhibit A – Statement of Work This document is also available on the website at  
10 [https://www.nsbhaso.org/for-providers/supplemental-provider-service-](https://www.nsbhaso.org/for-providers/supplemental-provider-service-guide/Statement%20of%20Work_Tulalip%20Tribe_Family%20Haven.pdf)  
11 [guide/Statement%20of%20Work\\_Tulalip%20Tribe\\_Family%20Haven.pdf](https://www.nsbhaso.org/for-providers/supplemental-provider-service-guide/Statement%20of%20Work_Tulalip%20Tribe_Family%20Haven.pdf)

12  
13 Exhibit B – Supplemental Provider Service Guide [Supplemental Provider Service Guide | North Sound](#)  
14 [BH-ASO \(nsbhaso.org\)](#) This link is also included in the contract

15  
16 Exhibit C – Provider Deliverables

17  
18 Exhibit D - Budget

19  
20 Exhibit E – Federal Award Identification for Subrecipients (FAIN B09SM087386)

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38 **93.958/93.959 COMMUNITY FEDERAL BLOCK GRANT CONTRACT**

39  
40 **THIS BEHAVIORAL HEALTH SERVICES CONTRACT** (the “Contract”), pursuant to Revised Code of  
41 Washington (RCW) Chapter 71.24 and all relevant and associated statutes, as amended, is made and  
42 entered into by and between the NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES  
43 ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to  
44 RCW Chapter 71.24, 2021 E College Way, Ste. 110, Mount Vernon, Washington 98273-5462 and  
45 TULALIP TRIBES (Contractor), 6406 Marine Drive, Tulalip, WA 98271.

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This Contract incorporates the Contract’s Exhibits to the Contract and other documents incorporated by reference.

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

**A. DEFINITIONS**

The words and phrases listed below, as used in the Contract, shall each have the following definitions.

Contract means this document, the General Terms and Conditions, and any Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.

Behavioral Health Agency means an agency that is licensed by the State of Washington to provide mental health and/or substance use disorder treatment and is subcontracted under this contract to provide services.

BH-ASO Advisory Board according to RCW 71.24.300 means the behavioral health advisory board appointed by each BH-ASO, which reviews and provides comments on plans and policies related to service delivery and outcomes. As per Washington Administrative Code (WAC) 182-538C-252, the BH-ASO must promote active engagement with persons with behavioral disorders, their families, and service providers by soliciting and using input to improve its services and appoints an Advisory Board to fulfill this purpose.

Code of Federal Regulations (CFR) means all references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at [Code of Federal Regulations \(Annual Edition\) | GovInfo](#).

Cost Reimbursement means the subcontractor is reimbursed for actual expenses up to the maximum consideration allowed in the contract.

Cultural Competence means a set of congruent behaviors, attitudes and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.

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.

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

1 For Profit means of business or institution initiated or operated for the purpose of making a  
2 profit.

3  
4 Health Care Authority (HCA) means the Washington State Health Care Authority, any division,  
5 section, office unit or other entity of HCA or any of the officers or to the officials lawfully  
6 representing HCA.

7  
8 Housing Services means the services or activities designed to assist individuals or families in  
9 locating, obtaining or retaining suitable housing. Component services or activities may include  
10 tenant counseling, helping individuals and families to identify and correct substandard housing  
11 conditions on behalf of individuals and families who are unable to protect their own interests  
12 and assisting individuals and families to understand leases, secure utilities and make moving  
13 arrangements.

14  
15 Independent Peer Review means to assess the quality, appropriateness and efficiency of  
16 treatment services provided in the State to individuals under the program involved.

17  
18 Individual means any person in the Regional Service Area (RSA) regardless of income, ability to  
19 pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual"  
20 means a person who has applied for, is eligible for, or who has received General Fund –  
21 State/Federal Block Grant (GFS/FBG) services through this contract.

22  
23 Mental Health Block Grant (MHBG) means those funds granted by the Secretary Health and  
24 Human Services (HHS), through the Center for Mental Health Services (CMHS), Substance  
25 Abuse and Mental Health Services Administration (SAMHSA).

26  
27 Performance-based means the subcontractor is compensated on attainment of specific  
28 outcomes.

29  
30 Personal Information means information identifiable to any person, including, but not limited  
31 to, information that relates to a person's name, health, finances, education, business, use or  
32 receipt of governmental services or other activities, addresses, telephone numbers, social  
33 security numbers, driver license numbers, other identifying numbers, and any financial  
34 identifiers.

35  
36 Revised Code of Washington (RCW) means all references in this Contract to RCW chapters or  
37 sections shall include any successor, amended, or replacement statute. The RCW can be  
38 accessed at <http://slc.leg.wa.gov>.

39 Recovery means the processes through which people are able to live, work, learn, and  
40 participate fully in their communities.

41  
42 Resiliency means the personal and community qualities that enable individuals to rebound  
43 from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

44

1 Secretary means the individual appointed by the Governor, State of Washington, as the head  
2 of Health Care Authority, or his/her designee.  
3

4 Serious Emotional Disturbance (SED) means, according to Federal Register Vol. 58, No. 96, May  
5 20, 1993, children from birth up to age 18 who have a diagnosable mental, behavioral, or  
6 emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R,  
7 that result in functional impairment which substantially interferes with or limits the child's role  
8 or functioning in family, school, or community activities.  
9

10 Serious Mental Illness (SMI) means, according to Federal Register Vol. 58, No. 96, May 20,  
11 1993, persons age 18 and over who currently, or at any time during the past year, have a  
12 diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic  
13 criteria specified within DSM III-R, that has resulted in functional impairment which  
14 substantially limits one or more major life activities.  
15

16 Subcontract means a separate contract between the Contractor and an individual or entity  
17 (subcontractor) to perform all or a portion of the duties and obligations that the Contractor  
18 shall perform pursuant to this Contract.  
19

20 Substance Abuse Block Grant (SABG) means the Federal Substance Abuse Block Grant Program  
21 authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service  
22 Act.  
23

24 Washington Administrative Code (WAC) means all references in this Contract to WAC chapters  
25 or sections shall include any successor, amended, or replacement regulation. The WAC can be  
26 accessed at <https://leg.wa.gov/CodeReviser/Pages/default.aspx>.  
27

1 **B. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

2  
3 **1. BACKGROUND**

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

18  
19 **2. MUTUAL COMMITMENTS**

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

26  
27 **3. ASSIGNMENT**

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

34  
35 **4. AUTHORITY**

36 Concurrent with the execution of this Contract, Contractor shall furnish North Sound BH-  
37 ASO with a copy of the explicit written authorization of their governing bodies to enter  
38 into this Contract and accept the financial risk and responsibility to carry out all terms of  
39 this Contract including the ability to pay for all expenses incurred during the contract  
40 period. Likewise, concurrent with the execution of this Contract, North Sound BH-ASO  
41 shall furnish Contractor with a written copy of the motion, resolution, or ordinance  
42 passed by North Sound BH-ASO Board of Directors (North Sound BH-ASO Board)  
43 authorizing North Sound BH-ASO to execute this Contract.



1           **5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 Contractor and their subcontractors shall comply with all applicable federal and state  
3 statutes, regulations and operational policies whether or not a specific citation is  
4 identified in various sections of this Contract, and all amendments thereto that are in  
5 effect when the Contract is signed, or that come into effect during the term of the  
6 Contract, which may include but are not limited to, the following:  
7

- 8           a. Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 of the Code of  
9           Federal Regulations (CFR).
- 10           b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
- 11           c. All local, State and Federal professional and facility licensing and certification  
12           requirements/standards that apply to services performed under the terms of this  
13           Contract.
- 14           d. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of  
15           the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; title II of  
16           the Americans with Disabilities Act of 1990; Title IX of the Education Amendments  
17           of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-  
18           Discrimination Regulations of 28 CFR Part 42, Subparts C, D, E and G and 28 CFR  
19           Parts 35 and 39 (see <http://www.ojp.usdoj.gov/about/offices/ocr.htm> for  
20           additional information and access to the aforementioned federal laws and  
21           regulations).
- 22           e. Those specified in Title 18 RCW for professional licensing.
- 23           f. Reporting of abuse as required by RCW 26.44.030.
- 24           g. Industrial insurance coverage as required by RCW Title 51.
- 25           h. RCW 38.52, 70.02 and 71.24.
- 26           i. WAC 246-341.
- 27           j. 42 CFR 438, including 438.58 (conflict of interest) and 438.3 (h)(i) (physician  
28           incentive plans).
- 29           k. The State Medicaid Manual (SMM), Office of Management and Budget (OMB)  
30           Circulars, the Budgeting, Accounting, and Reporting System (BARS) Manual, and  
31           BARS Supplemental Mental Health Instructions.
- 32           l. Federal and State non-discrimination laws and regulations.
- 33           m. The Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160-  
34           164.
- 35           n. HCA-CIS Data Dictionary and its successors.
- 36           o. Federal funds must not be used for any lobbying activities.

37  
38 If Contractor is in violation of a federal law or regulation and Federal Financial  
39 Participation is recouped, Contractor shall reimburse the federal amount to North Sound  
40 BH-ASO within 20 days of recoupment. Upon notification from HCA, North Sound BH-  
41 ASO shall notify Contractor in writing of changes/modifications in HCA policies and/or  
42 contract requirement changes.  
43

1           **6. COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL POLICIES**

2 Contractor shall comply with all North Sound BH-ASO Supplemental Provider Service  
3 Guide and operational policies that pertain to the delivery of services under this Contract  
4 that are in effect when the Contract is signed or that come into effect during the term of  
5 the Contract.  
6

7           **7. CONFIDENTIALITY OF PERSONAL INFORMATION**

8 Provider shall protect all Personal Information, records and data from unauthorized  
9 disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05,  
10 71.34 and for individuals receiving SUD services, in accordance with 42 CFR Part 2 and  
11 WAC 246-341. Provider shall have a process in place to ensure all components of its  
12 provider network and system understand and comply with confidentiality requirements  
13 for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and  
14 §431.302, personal information concerning applicants and recipients may be disclosed for  
15 purposes directly connected with the administration of this Contract and the State  
16 Medicaid Plan. Provider shall read and comply with all HIPAA policies.  
17

18           **8. CONTRACT PERFORMANCE/ENFORCEMENT**

19 North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including  
20 the "cut through" right to enforce performance should Contractor be unwilling or unable  
21 to enforce action on the part of its/their subcontractor(s). In the event the Contractor  
22 dissolves or otherwise discontinues operations, North Sound BH-ASO may, at its sole  
23 option, assume the right to enforce the terms and conditions of this Contract directly  
24 with Contractor. Contractor shall include this clause in their contracts with their  
25 subcontractors. In the event of the dissolution of Contractor, North Sound BH-ASO's  
26 rights in indemnification shall survive.  
27

28           **9. COOPERATION**

29 The parties to this Contract shall cooperate in good faith to effectuate the terms and  
30 conditions of this Contract.  
31

32           **10. DEBARMENT CERTIFICATION**

33 The Provider, by signature to this Contract, certifies that the Contractor is not presently  
34 debarred, suspended, proposed for Debarment, declared ineligible or voluntarily  
35 excluded in any Washington State or federal department or agency from participating in  
36 transactions (debarred).  
37

38 The Provider agrees to include the above requirement in any and all Subcontracts into  
39 which it enters concerning the performance of services hereunder, and also agrees that it  
40 shall not employ debarred individuals or Subcontract with any debarred providers,  
41 persons, or entities.  
42

43 The Provider shall immediately notify North Sound BH-ASO if, during the term of this  
44 Contract, the Provider becomes debarred. North Sound BH-ASO may immediately

1 terminate this Contract by providing Provider written notice in accord with Subsection 6.3  
2 of this Contract if the Provider becomes debarred during the term hereof.  
3

4 **11. EXECUTION, AMENDMENT AND WAIVER**

5 This Contract shall be binding on all parties only upon signature by authorized  
6 representatives of each party. This Contract, or any provision, may be amended during  
7 the contract period, if circumstances warrant, by a written amendment executed by all  
8 relevant parties. Only North Sound BH-ASO's Program Administrator or North Sound BH-  
9 ASO's Program Administrator's designee has authority to waive any provision of this  
10 Contract on behalf of North Sound BH-ASO.  
11

12 **12. HEADINGS AND CAPTIONS**

13 The headings and captions used in this Contract are for reference and convenience only,  
14 and in no way, define, limit, or decide the scope or intent of any provisions or sections of  
15 this Contract.  
16

17 **13. INDEMNIFICATION**

18 Contractor shall be responsible for and shall indemnify and hold North Sound BH-ASO  
19 harmless (including all costs and attorney fees) from all claims for personal injury,  
20 property damage and/or disclosure of confidential information, including claims against  
21 North Sound BH-ASO for the negligent hiring, retention and/or supervision of the  
22 Contractor and/or from the imposition of governmental fines or penalties resulting from  
23 the acts or omissions of Contractor and its subcontractors related to the performance of  
24 this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold  
25 Contractor harmless (including all costs and attorney fees) from all claims for personal  
26 injury, property damage and disclosure of confidential information and from the  
27 imposition of governmental fines or penalties resulting from the acts or omissions of  
28 North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful  
29 misconduct of North Sound BH-ASO, Contractor, shall indemnify and hold North Sound  
30 BH-ASO harmless from any claims made by non-participating BHAs related to the  
31 provision of services under this Contract. For the purposes of these indemnifications, the  
32 Parties specifically and expressly waive any immunity granted under the Washington  
33 Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and  
34 agreed to by the Parties. The provision of this section shall survive the expiration or  
35 termination of the Contract.  
36

37 **14. INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

38 The parties intend that an independent Contractor relationship be created by this  
39 contract. Contractor acknowledges that Contractor is not officers, employees, or agents  
40 of North Sound BH-ASO. Contractor shall not hold Contractor or any of Contractor's  
41 employees out as, nor claim status as, officers, employees, or agents of North Sound BH-  
42 ASO. Contractor shall not claim for Contractor or Contractor's employees any rights,  
43 privileges, or benefits, which would accrue to an employee of North Sound BH-ASO.  
44 Contractor shall indemnify and hold North Sound BH-ASO harmless from all obligations to

1 pay or withhold Federal or State taxes or contributions on behalf of Contractor or  
2 Contractor's employees and subcontractors unless specified in this Contract.  
3

4 **15. INSURANCE**

5 North Sound BH-ASO certifies it is a member of Washington Governmental Entity Pool for  
6 all exposure to tort liability, general liability, property damage liability, and vehicle  
7 liability, if applicable, as provided by RCW 43.19.  
8

9 Contractor shall maintain Commercial General Liability Insurance (CGL). If the Contractor  
10 is not a member of a risk pool, the Contractor shall carry CGL to include coverage for  
11 bodily injury, property damage, and contractual liability, with the following minimum  
12 limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. Any risk pool shall  
13 provide coverage with the same minimum limits. Any policy (non-risk pool and risk pool)  
14 shall include liability arising out of premises, operations, independent Contractors,  
15 personal injury, advertising injury, and liability assumed under an insured contract.  
16 Contractor shall provide evidence of such insurance to North Sound BH-ASO within 15  
17 days of the execution of this Contract and within 15 days post renewal date thereafter.  
18 All non-risk pool policies shall name North Sound BH-ASO as a covered entity under said  
19 policy(s).  
20

21 **16. INTEGRATION**

22 This Contract, including Exhibits, contains all the terms and conditions agreed upon by  
23 the parties. No other understandings, oral or otherwise, regarding the subject matter of  
24 this Contract shall be deemed to exist or to bind any of the parties hereto.  
25

26 **17. MAINTENANCE OF RECORDS**

27 Provider shall prepare, maintain and retain accurate records, including appropriate  
28 medical records and administrative and financial records, related to this Agreement and  
29 to Services provided hereunder in accordance with industry standards, applicable federal  
30 and state statutes and regulations, and state and federal sponsored health program  
31 requirements. Such records shall be maintained for the maximum period required by  
32 federal or state law. North Sound BH-ASO shall have continued access to Provider's  
33 records as necessary for North Sound BH-ASO to perform its obligations hereunder, to  
34 comply with federal and state laws and regulations, and to ensure compliance with  
35 applicable accreditation and HCA requirements.  
36

37 Provider shall completely and accurately report encounter data to North Sound BH-ASO  
38 and shall certify the accuracy and completeness of all encounter data submitted.  
39 Provider shall ensure that it and all of its subcontractors that are required to report  
40 encounter data, have the capacity to submit all data necessary to enable the North Sound  
41 BH-ASO to meet the reporting requirements in the Encounter Data Transaction Guide  
42 published by HCA, or other requirements HCA may develop and impose on North Sound  
43 BH-ASO or Provider.  
44

1 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal  
2 sponsored health programs and associated contracts, Provider shall provide to North  
3 Sound BH-ASO direct access and/or copies of all information, encounter data, statistical  
4 data, and treatment records pertaining to Members who receive Services hereunder, or  
5 in conjunction with claims reviews, quality improvement programs, grievances and  
6 appeals and peer reviews.  
7

8 **18. NO WAIVER OF RIGHTS**

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

14 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver  
15 of any subsequent breach and shall not be construed to be a modification of the terms  
16 and conditions of this Contract.  
17

18 **19. ONGOING SERVICES**

19 Contractor and their subcontractors shall ensure that in the event of labor disputes or job  
20 actions, including work slowdowns, so called "sick outs," or other activities, within its  
21 service network, uninterrupted services shall be available as required by the terms of this  
22 Contract.  
23

24 **20. ORDER OF PRECEDENCE**

25 In the event of an inconsistency in the terms of this Contract, or any inconsistency  
26 between the terms of this Contract and any applicable statute, rule, or contract, unless  
27 otherwise provided herein, the conflict shall be resolved by giving precedence in the  
28 following order, to:  
29

- 30 a. The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social  
31 Security Act and Federal regulations concerning the operations of Prepaid Inpatient  
32 Health Plans.
- 33 b. State statutes and regulations concerning the operation of the community mental  
34 health programs.
- 35 c. Other applicable Federal, State, or local law.
- 36 d. North Sound BH-ASO-HCA contract, or its successors, that covers the provision of  
37 the mental health services covered under this Contract, which shall include any  
38 exhibit, document, or material incorporated by reference.
- 39 e. This Contract.  
40

41 **21. ORGANIZATIONAL CHANGES**

42 The Contractor shall provide North Sound BH-ASO with ninety (90) calendar days' prior  
43 written notice of any change in the Provider's ownership or legal status. The Provider  
44 shall provide North Sound BH-ASO written notice of any changes to the Provider's

1 executive officers, executive board members, or medical directors within seven (7)  
2 Business Days.

3  
4 **22. OVERPAYMENTS**

5 In the event Contractor fails to comply with any of the terms and conditions of this  
6 Contract and that failure results in an overpayment, North Sound BH-ASO may recover  
7 the amount due HCA, CMS, or other federal or state agency. In the case of overpayment,  
8 Contractor shall cooperate in the recoupment process and return to North Sound BH-ASO  
9 the amount due upon demand.

10  
11 **23. OWNERSHIP OF MATERIALS**

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

18  
19 The foregoing products license shall not apply to existing training materials, consulting  
20 aids, checklists, and other materials and documents of the Provider which are modified  
21 for use in the performance of this Contract.

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

26  
27 **24. PERFORMANCE**

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

34  
35 **25. RESOLUTION OF DISPUTES**

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

1       **26. SEVERABILITY AND CONFORMITY**

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

7       **27. SINGLE AUDIT ACT**

8       If Contractor or their subcontractor is a sub-recipient of Federal awards as defined by  
9       Office of Management and Budget (OMB) Circular A-133, Contractor and their  
10       subcontractors shall maintain records that identify all Federal funds received and  
11       expended. Said funds shall be identified by the appropriate OMB Catalog of Federal  
12       Domestic Assistance titles and numbers, the award names and numbers and award years,  
13       if awards are for research and development, as well as, names of the Federal agencies.  
14       Contractor and their subcontractors shall make Contractor and their subcontractors’  
15       records available for review or audit by officials of the Federal awarding agency, the  
16       General Accounting Office and HCA. Contractor and their subcontractors shall  
17       incorporate OMB Circular A-133 audit requirements into all contracts between  
18       Contractor and their subcontractors who are sub-recipients. Contractor and their  
19       subcontractors shall comply with any future amendments to OMB Circular A-133 and any  
20       successor or replacement Circular or regulation.  
21

22       If Contractor and/or their subcontractors are a sub-recipient and expend \$750,000 or  
23       more in Federal awards from any and/or all sources in any fiscal year, Contractor and  
24       applicable subcontractors shall procure and pay for a single audit for that fiscal year.  
25       Upon completion of each audit, Contractor and applicable subcontractors shall submit to  
26       North Sound BH-ASO’s Fiscal Team a copy of their audited financial statements.  
27

28       For purposes of “sub-recipient” status under the rules of OMB Circular A-133 205(i)  
29       Medicaid payments to a sub-recipient for providing patient care services to Medicaid  
30       eligible individuals are not considered Federal awards expended under this part of the  
31       rule unless a State requires the fund to be treated as Federal awards expended because  
32       reimbursement is on a cost-reimbursement basis.  
33

34       **28. SUBRECIPIENTS**

35       General – If the Contractor is a sub-recipient of federal awards as defined by OMB  
36       Circular A-133 and this Contract, the Contractor shall:  
37

- 38       a.     Maintain records that identify, in its accounts, all federal awards received and  
39       expended and the federal programs under which they were received, by Catalog of  
40       Federal Domestic Assistance (CFDA) title and number, award number and year,  
41       name of the federal agency, and name of the pass-through entity;
- 42       b.     Maintain internal controls that provide reasonable assurance that the Contractor is  
43       managing federal awards in compliance with laws, regulations, and provisions of  
44       contracts or grant contracts that could have a material effect on each of its federal  
45       programs;

- c. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- d. Incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are sub-recipients;
- e. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- f. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
- g. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C D E, and G, and 28 CFR Part 35 and Part 39. (see [Offices | Office for Civil Rights \(OCR\) | Office of Justice Programs \(ojp.gov\)](#) for additional information and access to the aforementioned Federal laws and regulations.)

**29. SUBCONTRACTS**

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

- a. The Contractor 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 Contractor not less than 15 days prior to the date of any proposed assignment.
- b. Contractor shall be responsible for the acts and omissions of any subcontractor.
- c. Contractor must ensure that the subcontractor neither employs any person nor contracts with any person or Community Mental Health Agency (CMHA) excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or suspended per this Contract's General Terms and Conditions.
- d. Contractor shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.
- e. Contractor shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.
- f. Subcontracts for the provision of services must require subcontractors to provide individuals access to translated information and interpreter services.
- g. Contractor shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor on an ongoing basis including formal reviews.
- h. Contractor 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 Contractor.



- 1 i. The Contractor agrees to include the following language verbatim in every  
2 subcontract for services which relate to the subject matter of this Contract:

3  
4 “Subcontractor shall protect, defend, indemnify, and hold  
5 harmless North Sound BH-ASO its officers, employees and agents  
6 from any and all costs, claims, judgments, and/or awards of  
7 damages arising out of, or in any way resulting from the negligent  
8 act or omissions of subcontractor, its officers, employees, and/or  
9 agents in connection with or in support of this Contract.

10 Subcontractor expressly agrees and understands that North  
11 Sound BH-ASO is a third-party beneficiary to this Contract and  
12 shall have the right to bring an action against subcontractor to  
13 enforce the provisions of this paragraph.”

- 14  
15 j. Contractor shall ensure that all subcontracts are in writing and that subcontracts  
16 specify all duties, reports and responsibilities delegated under this Contract. Those  
17 written subcontracts shall:

- 18  
19 i. Require subcontractors to hold all necessary licenses, certifications and/or  
20 permits as required by law for the performance of the services to be  
21 performed under this Contract.  
22 ii. Require subcontractors to notify Contractor in the event of a change in  
23 status of any required license or certification.  
24 iii. Include clear means to revoke delegation, impose corrective action, or take  
25 other remedial actions if the subcontractor fails to comply with the terms of  
26 the subcontract.  
27 iv. Require that the subcontractor correct any areas of deficiencies in the  
28 subcontractor’s performance that are identified by Contractor, North Sound  
29 BH-ASO and/or HCA.  
30

31 **30. SURVIVABILITY**

32 The terms and conditions contained in this Contract that by their sense and context are  
33 intended to survive the expiration of this Contract shall so survive. Surviving terms  
34 include, but are not limited to: Financial Terms and Conditions, Single Audit Act, Order of  
35 Precedence, Contract Performance and Enforcement, Confidentiality of Client  
36 Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance  
37 of Records, Ownership of Materials, Contract Administration Warranties and  
38 Survivability.  
39

40 **31. TERM**

41 This Agreement is effective on July 1, 2023, and will remain in effect for an initial term of  
42 1 year (Initial Term), after which it will automatically renew for successive terms of 1 year  
43 each (Renewal Term), unless this Agreement is sooner terminated as provided in this  
44 Agreement or either Party gives the other Party written notice of non-renewal of this  
45 Agreement not less than 180 days prior to the end of the current term.

1  
2 **32. TREATMENT OF INDIVIDUAL'S PROPERTY**

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

12  
13 **33. WARRANTIES**

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

19  
20 **34. CONTRACT ADMINISTRATION**

21 The Program Administrator for each of the parties shall be responsible for and shall be  
22 the contact person for all communications and billings regarding the performance of this  
23 Contract.

24  
25 The Contact for North Sound Behavioral Health Administrative Services Organization,  
26 LLC is:

27  
28 Margaret Rojas, Assistant Director  
29 North Sound BH-ASO  
30 2021 E. College Way, Suite 101  
31 Mount Vernon, WA 98273-5462

32  
33  
34 The Contact for the Tulalip Tribe is:

35  
36 Alison Bowen  
37 Family Haven Program Manager  
38 The Tulalip Tribes  
39 6406 Marine Drive  
40 Tulalip, WA 98271

41  
42 Changes shall be provided to the other party in writing within 10 working days.

1 **C. PERFORMANCE STANDARDS**

2 In carrying out its responsibilities under this contract, Contractor shall comply with the  
3 following performance standards.  
4

- 5 a. Contractor shall ensure that it and any applicable subcontractors comply with  
6 general limitations on the use of FBG funds as specified in Exhibit B.
- 7 b. If Contractor subcontracts for the provision of services under this contract it shall  
8 maintain documentation of its oversight and monitoring of subcontractors who are  
9 providing services described in this Contract, including documentation of related  
10 outcomes and actual costs, and provide such documentation when requested by  
11 North Sound BH-ASO.
- 12 c. Contractor shall participate in annual peer reviews by individuals with expertise in  
13 the field of mental health when requested by North Sound BH-ASO/HCA.  
14

15 **1. INDEPENDENT PEER REVIEW (45 CFR 96.136)**

16 The Contractor shall participate in the statewide independent peer review process when  
17 requested by North Sound BH-ASO as outlined in Exhibit B. Contractor will be reviewed by  
18 individuals with expertise in the field of Mental Health Treatment (for MHBG) and by  
19 individuals with expertise in the field of drug use treatment (for SABG) to assess quality,  
20 appropriateness and efficacy of services provided to individuals.  
21

22 **2. BACKGROUND CHECKS (RCW 43.43.832)**

23 The Contractor must ensure a criminal background check is conducted on all staff  
24 members; case managers, outreach staff members, etc.; and volunteers who have  
25 unsupervised access to children, adolescents, vulnerable adults, and persons who have  
26 developmental disabilities.  
27

28 When providing services to Youth, the Contractor must ensure that requirements of RCW  
29 43.43 and WAC 246-341 are met.  
30

31 **3. DELIVERABLES, PLANS AND REPORTS**

32 Contractor must ensure plans or reports required by this Contract, including those  
33 outlined in Exhibit C are provided to North Sound BH-ASO in compliance with the  
34 timelines/formats indicated.  
35

36 If this Contract requires a report or other deliverable that contains information that is  
37 duplicative or overlaps a requirement of another Contract between the parties Contractor  
38 may provide one report or deliverable that contains the information required by both  
39 Contracts.

1 **D. FINANCIAL TERMS AND CONDITIONS**

2  
3 **1. GENERAL FISCAL ASSURANCES**

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

11  
12 **2. FINANCIAL ACCOUNTING REQUIREMENTS**

- 13
- 14 a. Funding that supports this Contract comes from Community Federal Block Grant  
15 funds, from the Federal DHHS, Catalog of Federal Domestic Assistance (CFDA)  
16 #93.958/#93.959.
  - 17 b. Contractor shall produce annual audited financial statements and make such  
18 reports available to North Sound BH-ASO upon request.
  - 19 c. North Sound BH-ASO shall pay Contractor an amount not to exceed the maximum  
20 consideration specified in this Contract for the satisfactory performance of all work  
21 set forth in Exhibit A Statement of Work.
  - 22 d. Contractor shall submit a completed monthly invoice that includes the following  
23 information:
    - 24
    - 25 i. Contractor shall be paid on a cost reimbursement basis for appropriate  
26 program expenditures submitted on the North Sound BH-ASO Invoice.
    - 27 ii. Administrative costs shall not exceed 15%.
    - 28 iii. Total charges, based on Contractor standard billing rates for the services  
29 provided.
  - 30
  - 31 e. Any Federal Block Grant Funds obligated under this Contract which are not  
32 expended by June 30th may not be used or carried forward in any other Contract  
33 or Amendment, and lapse as of June 30th.

34  
35 **3. RULES COMPLIANCE**

36 Contractor shall:

- 37
- 38 a. Account for public mental health expenditures under this Contract in accordance  
39 with federal circular A-133 and A-87 or other applicable circular and state  
40 requirements in accordance with the BARS Manual, and BARS Supplemental  
41 Instructions.

- 1 b. Ensure State or Federal funds are not used to replace local funds from any source,  
2 which were being used to finance mental health services in the constituent  
3 county/counties in the calendar year prior to January 1, 1990. Contractor shall not  
4 use State or Federal funds to replace local funds used to administer the Involuntary  
5 Treatment Program in the constituent county/counties in the calendar year prior  
6 to January 1, 1974.
- 7 c. North Sound BH-ASO shall not make any payments in advance or anticipation of  
8 the delivery of services to be provided pursuant to this Contract.
- 9 d. North Sound BH-ASO shall pay Contractor only for authorized services provided in  
10 accordance with this Contract. If this Contract is terminated for any reason, North  
11 Sound BH-ASO shall pay only for services authorized and provided through the  
12 date of termination.
- 13 e. Contractor shall not bill North Sound BH-ASO for services performed under this  
14 contract, and North Sound BH-ASO shall not pay Contractor, if Contractor has  
15 charged or will charge the State of Washington or any other party under any other  
16 contract or contract for the same services.

17  
18 **4. USES AND USE RESTRICTIONS**

19 Federal Block Grant (FBG) funds may not be used to pay for services provided prior  
20 to the execution of the contracts, or to pay in advance of service delivery. All  
21 contracts and amendments must be in writing and executed by both parties prior  
22 to any services being provided.

23  
24 Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
25 Mental Health Block Grant CFDA #93.958; FAIN #B09SM010056  
26 Substance Abuse Block Grant CFDA #93.959; FAIN #B08TI0056  
27

28 FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump  
29 sum contracts shall be based on reasonable costs.

30  
31 North Sound BH-ASO shall conduct and/or make arrangements for an annual fiscal  
32 review of each Provider receiving FBG funds through fee-for-service, set rate,  
33 performance- based or cost reimbursement contracts. The annual fiscal review  
34 shall ensure that:

- 35
- 36 • Expenditures are accounted for by revenue source.
  - 37 • No expenditures were made for items identified below:
    - 38 ○ Construction and/or renovation.
    - 39 ○ Capital assets or the accumulation of operating reserve accounts.
    - 40 ○ Equipment costs over \$5,000.
    - 41 ○ Cash payments to Individuals.
    - 42

1  
2  
3  
4

The Provider shall ensure that FBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described below:

Benefits	Services	Use FBG	Use Medicaid
Individual is not a Medicaid recipient	Any type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not allowed under Medicaid	Yes	No

5

1 **E. OVERSIGHT, REMEDIES AND TERMINATION**

2  
3 **1. OVERSIGHT AUTHORITY**

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

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

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

24  
25 Findings, as a result of North Sound BH-ASO conducted reviews, may result in remedial  
26 action as outlined below. Federal and State agencies may impose remedial action or  
27 financial penalties either directly upon Contractor or through North Sound BH-ASO.  
28 Contractor shall comply with the terms of such remedial action and be responsible for the  
29 payment of financial penalties.

30  
31 **2. REMEDIAL ACTION**

32 North Sound BH-ASO may require Contractor to plan and execute corrective action.  
33 Corrective action plans (CAP) developed by Contractor must be submitted for approval to  
34 North Sound BH-ASO within 30 calendar days of notification. CAP allowed for corrective  
35 action depending upon the nature of the situation as determined by North Sound BH-  
36 ASO.

37  
38 a. CAP must include:

- 39  
40 i. A brief description of the findings; and  
41 ii. Specific actions to be taken, a timetable, a description of the monitoring to  
42 be performed, the steps taken and responsible individuals that will reflect  
43 the resolution of the situation.  
44

- 1           b. CAP may:
- 2
- 3           Require modification of any policies or procedures by Contractor relating to the
- 4           fulfillment of its obligations pursuant to this Contract.
- 5
- 6           c. CAP is subject to approval by North Sound BH-ASO, which may:
- 7
- 8                 i. Accept the plan as submitted.
- 9                 ii. Accept the plan with specified modifications.
- 10                iii. Request a modified plan.
- 11                iv. Reject the plan.
- 12
- 13           d. Contractor agrees that North Sound BH-ASO may initiate remedial action as
- 14           outlined in subsection below if North Sound BH-ASO determines any of the
- 15           following situations exist:
- 16
- 17                 i. If a problem exists that poses a threat to the health or safety of any person
- 18                 or poses a threat of property damage/an incident has occurred that
- 19                 resulted in injury or death to any person/resulted in damage to property.
- 20                 ii. Contractor has failed to perform any of the mental health services required
- 21                 in this Contract, including delegated functions, which includes the failure to
- 22                 maintain the required capacity as specified by North Sound BH-ASO to
- 23                 ensure that enrollees receive medically necessary services.
- 24                 iii. Contractor has failed to develop, produce, and/or deliver to North Sound
- 25                 BH-ASO any of the statements, reports, data, data corrections, accountings,
- 26                 claims, and/or documentation described herein, in compliance with all the
- 27                 provisions of this Contract.
- 28                 iv. Contractor has failed to perform any administrative function required
- 29                 under this Contract, including delegated functions. For the purposes of this
- 30                 section, "administrative function" is defined as any obligation other than
- 31                 the actual provision of mental health services.
- 32                 v. Contractor has failed to implement corrective action required by the state
- 33                 and within North Sound BH-ASO prescribed timeframes.
- 34
- 35           e. North Sound BH-ASO may impose any of the following remedial actions in
- 36           response to findings of situations as outlined above.
- 37
- 38                 i. Withhold two percent (2%) of the next monthly payment and each monthly
- 39                 payment thereafter until the corrective action has achieved resolution.
- 40                 North Sound BH-ASO, at its sole discretion, may return a portion or all of
- 41                 any payments withheld once satisfactory resolution has been achieved.
- 42                 ii. Compound withholdings identified above by an additional one-half of two
- 43                 percent (1/2 of 2%) for each successive month during which the remedial
- 44                 situation has not been resolved.
- 45                 iii. Revoke delegation of any function delegated under this contract.



- iv. Deny any incentive payment to which Contractor might otherwise have been entitled under this Contract or any other arrangement by which HCA provides incentives.
- v. Termination for Default, as outlined in this Contract.

**3. PAYMENT WITHHOLD**

Up to two percent (2%) of the monthly payment will be withheld upon the request of North Sound BH-ASO's Program Administrator if a required report or deliverable under this contract is due and has not been received by North Sound BH-ASO, including required financial reports and data transmissions.

Payment will be withheld until the required report or deliverable has been delivered and meets the requirements specified by North Sound BH-ASO.

**4. INDIVIDUALS SERVICED BY MEDICAID AND OTHER MENTAL HEALTH PROGRAM ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

Although HCA and the Contractor mutually recognize that services under this Contract may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either HCA or the Contractor 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.

**5. ADDITIONAL FINANCIAL PENALTIES – HCA IMPOSED SANCTIONS**

Financial penalties imposed by HCA or other regulatory agency due to the action or inaction of Contractor may be paid by North Sound BH-ASO on behalf of Contractor and the amount will be withheld from North Sound BH-ASO's payments to Contractor.

**6. TERMINATION DUE TO CHANGE IN FUNDING**

In the event funding from 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, North Sound BH-ASO may terminate this Contract, subject to re-negotiations.

**7. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, a party may terminate their portion of this Contract upon 30 days written notification by certified mail to the other party. The effective date of termination shall be the thirtieth day after receipt of written notification to the other party or the last day of the calendar month in which the thirtieth day occurs, whichever is later.

**8. TERMINATION FOR DEFAULT**

North Sound BH-ASO's Program Administrator may terminate this Contract for default, in whole or in part, by written notice to Contractor if North Sound BH-ASO or HCA has a reasonable basis to believe that Contractor has or have:

- a. Failed to meet or maintain any requirement for contracting with HCA.
- b. Failed to perform under any provision of this Contract.
- c. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Contract.
- d. Otherwise breached any provision or condition of this Contract.

Before North Sound BH-ASO's Program Administrator may terminate this Contract for default, in whole or in part, North Sound BH-ASO shall provide Contractor with written notice of Contractor's noncompliance with this Contract which notice shall provide Contractor a reasonable time period to correct its/their noncompliance. If Contractor has or has not corrected its/their noncompliance within the period of time specified in the written notice of noncompliance, North Sound BH-ASO Program Administrator may then terminate this Contract, in whole or in part for default without such written notice and without opportunity for correction if North Sound BH-ASO and/or HCA has a reasonable basis to believe that:

- a. Contractor has violated any law, regulation, rule, or ordinance applicable to services provided under this contract.
- b. Continuance of this Contract with Contractor poses a material risk of injury or harm to any person.

Contractor may terminate this Contract in whole or in part, by written notice to North Sound BH-ASO, if Contractor has a reasonable basis to believe that North Sound BH-ASO has:

- a. Failed to meet or maintain any requirement for contracting with Contractor.
- b. Failed to perform under any provision of this Contract.
- c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Contract.
- d. Otherwise breached any provision or condition of this Contract.

## **9. TERMINATION PROCEDURE**

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

- a. Contractor and any applicable subcontractors shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. Contractor and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Contractor and

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any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding claims.

- b. Contractor and any applicable subcontractors shall immediately deliver to North Sound BH-ASO's Program Administrator or to his/her successor, all HCA and North Sound BH-ASO assets (property) in Contractor's and any applicable subcontractor's possession and any property produced under this Contract. Contractor and any applicable subcontractors grants North Sound BH-ASO and HCA the right to enter upon Contractor's and any applicable subcontractor's premises for the sole purpose of recovering any North Sound BH-ASO or HCA property that Contractor and any applicable subcontractors fails to return within 10 working days of termination of this Contract. Upon failure to return North Sound BH-ASO and/or HCA property within 10 working days of the termination of this Contract, Contractor and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. Contractor and any applicable subcontractors shall protect and preserve any property of North Sound BH-ASO and/or HCA that is in the possession of Contractor and any applicable subcontractors pending return to North Sound BH-ASO and/or HCA.
- c. North Sound BH-ASO shall be liable for and shall pay for only those services authorized and provided through the date of termination. North Sound BH-ASO may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by North Sound BH-ASO. Should either party terminate the contract, Contractor shall be responsible to provide all mental health services through the end of the month for which they will invoice North Sound BH-ASO.





# Statement of Work

## Tulalip Tribes – Family Haven

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### **PURPOSE**

The purpose of this Contract is to promote recovery and resilience to individuals with a Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED) and to provide services that are in alignment with North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO) Strategic Priorities and in accordance with federal and state Mental Health Block Grant (MHBG) requirements.

Provider shall furnish the necessary personnel and services and do all things necessary for the performance of the work set forth herein as presently written or as may be later amended.

### **SERVICE POPULATION**

The priority populations for this program are Native American males 13-18 who have a SED diagnosis, who are in foster care or on the verge of foster care placement and/or have run away. The youth have become disengaged in tribal behavior health services, school, their community and families.

### **PROGRAM ACTIVITIES**

Provider shall hire staff and develop a program to provide intensive outreach to at risk native males aged 13-25. The outreach will take place in the community where the youth are living temporarily.

The staff will work with the other tribal services, such as Youth Chemical Dependency, health clinic, schools and vocational programs to provide the wraparound service needed to engage the youth in services.

The program staff will utilize the HEADSS assessment, Motivational Interviewing and the PHQ2, PHQ9, SDQ and mentoring as clinically indicated.

Provider shall serve 12 unduplicated individuals; provide 20 contacts per 9-month period.

The TEAM outreach staff will be a Tulalip Tribal member well known in the community, which means they will also know the community members and how they are all connected as well.

TEAM outreach staff will work with families, social workers and guardians, as well as detention centers and with schools on reaching out to parents of youth struggling to provide services that are more severe than normal adolescent issues but refuse to engage in typical offered services. The staff will also work in coordination with the mental wellness program and the chemical dependency programs to coordinate care whenever possible.

Through one-on-one meetings with the young men diagnosed with SMI, the TEAM outreach staff will build on the youth's traditional beliefs as Tulalip and native men. This includes discussions around traditions, culture and family ways and how this all blends with their lives and struggles.

### **PROGRAM STAFFING**

#### Supervision

TEAM outreach will continue to meet with a supervisor twice a week to review cases and ideas/problem for how to serve the youth. Staff will also continue to participate in motivational interviewing training and at least one other training that will support him in his work with these youths.

## **COORDINATION**

Not applicable

## **DATA**

Not applicable

## **DELIVERABLES**

### Performance Measure

Provider shall monitor and report quarterly on the following performance measures:

- a. Number of attempted contacts;
- b. Number of completed contacts;
- c. Number of one on one support meetings; and
- d. Number of youth assisted in getting enrolled/involved in services

### Outcome Measures

Provider shall monitor and report annually on the following outcome measures:

- a. 25% increase in the improvement of self-regulation and social emotional behavior;
- b. 25% in increase in engagement with tribal support services; and
- c. 25% reduction in suicide ideation

### Reporting Requirements

Provider shall provide an annual progress report in a timely manner and additional documentation as requested, in order to allow North Sound BH-ASO to submit required progress and implementation reports to HCA.

Provider shall maintain documentation of the services described in this Contract, including documentation of related outcomes and actual costs.

Provider shall comply as requested by HCA in peer reviews.



## EXHIBIT C: PROVIDER DELIVERABLES

PROVIDER: TULALIP TRIBE

CONTRACT: NS BH-ASO-TULALIP TRIBE FBG-23

CONTRACT PERIOD: July 1, 2023 – June 30, 2024

### Identification of Deliverables

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

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
MHBG Quarterly Report	Quarterly	Quarterly on the 15 <sup>th</sup> of the month following the quarter being reported	Not applicable
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11
Ownership and Control Disclosure Form	Annual	Annually on January 31 <sup>st</sup> , or more frequently when changes occur	Not applicable

**North Sound Behavioral Health Administrative Services Organization  
Mental Health Block Grant  
Cost Reimbursement Budget  
July 1, 2023 to June 30, 2024  
Tulalip Tribes**

**Revenues**

Mental Health Block Grant	\$	74,850
Total	\$	<u>74,850</u>

**Expenses**

At Risk Youth	\$	74,850
Total	\$	<u>74,850</u>





**Exhibit E**  
**Federal Subaward Identification**  
**K6897**

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM087386
3.	Federal Award Date	3/22/2023
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery <a href="mailto:keri.waterland@hca.wa.gov">keri.waterland@hca.wa.gov</a> 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Tulalip Tribes
8.	Subrecipient's Unique Entity Identifier (UEI)	ELUVLMDGA6RD1
9.	Subaward Project Description	At Risk Youth
10.	Primary Place of Performance	98271
11.	Subaward Period of Performance	7/1/2023 – 6/30/2025
12.	Amount of Federal Funds Obligated by this Action	\$74,850
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$74,850
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)