# NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

## **INTERLOCAL AGREEMENT**

## WITH

# SAN JUAN COUNTY

# **CONTRACT #NORTH SOUND BH-ASO-SAN JUAN-ADMIN-19**

# JULY 1, 2019 TO DECEMBER 31, 2019

To be ratified by Board of Directors on September 12, 2019

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# EXHIBITS Exhibit A – Supplemental Provider Service Guide: <u>http://nsbhaso.org/for-providers/supplemental-</u> provider-service-guide Exhibit B - Budget

8 Exhibit C - Invoice

1	INTERAGENCY AGREEMENT
2	
3	
4	THIS INTERAGENCY AGREEMENT (the "Agreement"), pursuant to RCW Chapter 71.24 and all relevant and
5	associated statutes, as amended, is made and entered into by and between the NORTH SOUND REGIONAL
6	SUPPORT NETWORK, dba THE NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
7	ORGANIZATION, LLC (North Sound BH-ASO), 301 Valley Mall Way, Suite 110, Mt. Vernon, WA 98273, and
8	SAN JUAN COUNTY (Contractor), PO Box 1146, Eastsound, WA 98245-1146.
9	
10	This Agreement incorporates the Exhibits to the Agreement and other documents incorporated by
11	reference.
12	
13	The effective date of this Agreement is July 1, 2019, through December 31, 2019.
14	
15	A. DEFINITIONS
16	As used anywhere within this Agreement or Attachments, the following terms have the indicated
17 18	meanings:
19	Access to Care Standards (ACS) means the Division of Behavioral Health and Recovery (DBHR) Minimum
20	Eligibility Requirements for Medicaid Adults & Medicaid Older Adults Guidelines reflect the most
21	restrictive eligibility criteria that can be applied. North Sound BH-ASO may expand coverage based on
22 23	availability of local resources.
24	Accountability means responsibility of Contractor for achieving defined outcomes, goals and contract
25 26	obligations.
27	<u>Act</u> is the Social Security Act.
28	
29	Administrative costs mean costs for the general operation of the public behavioral health system. These
30	activities cannot be identified with a specific direct or direct services support function.
31	
32	Advance Directive means a written instruction, such as a living will or durable power of attorney for health
33	care, recognized under State law (whether statutory or as recognized by the courts of the State), relating
34 25	to the provision of health care (including behavioral health care) when the individual is incapacitated.
35 36	Aging and Long-Term Support Administration (ALTSA) means the Department of Social and Health Services
30 37	(DSHS) governing public health care, behavioral health care and substance abuse services and its
38	employees and authorized agents.
39	employees and authorized agents.
40	Agreement means this Agreement, including all documents attached or incorporated by reference.
41	
42	Allied Systems means State or local services which provide individuals with assistance to reduce the
43	impact of disabilities, functional impairments, or skill deficits and which promote stable community living.
44	

- <u>Annual revenue</u> means all revenue received by Contractor pursuant to the contract for January of any year
   through December of the next year.
- 3

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<u>Arbitration</u> means the process by which the parties to a dispute submit their differences to the judgment
 of an impartial person or group appointed by mutual consent or statutory provision.

Assessment means a process, which provides sufficient information to determine medical necessity for
 behavioral health services covered under this Agreement.

- Behavioral Health Agency (BHA) means BHAs that are subcontracted by Prepaid Inpatient Health Plan
   (PIHP) and licensed to provide behavioral health/chemical dependency services.
- 12

13 <u>Associated Service Behavioral Health Organization (BH-ASO)</u> means a county authority or group of

14 county authorities or other entity recognized by the Secretary that contracts for behavioral health 15 services, substance use disorder (SUD) treatment services within a defined Regional Service Area,

- 16 doing business as (dba) North Sound BH-ASO.
- 17

20

- Behavioral Health Professional (BHP) means as defined in RCW 71.34.020(13) for children and RCW
   71.05.020(12) for adults (WAC 388-865-0150).
- 21 <u>BH-ASO Advisory Board</u> means the behavioral health advisory board appointed by each BH-ASO,

22 which reviews and provides comments on plans and policies related to service delivery and

23 outcomes. The BH-ASO must promote active engagement with persons with behavioral disorders,

- their families and service providers by soliciting and using their input to improve its services and
   appoints a BH-ASO Advisory Board to fulfill this purpose.
- 26

Benefit Period means the period of service authorization, typically a one (1) year period. The individual
 may be open (actively receiving services) or closed during this period of time.

- 29
   30 <u>Centennial Accord</u> means an agreement dated August 4, 1989, between federally recognized Indian Tribes
   31 in Washington and the State of Washington. The Accord provides a framework for government-to 32 government relationship and implementation procedures to ensure execution of that relationship.
- 33
- 34 <u>Chemical Dependency Professional (CDP)</u> means an individual licensed through the Washington State 35 Department of Health (DOH). A CDP is the individual with primary responsibility for implementing an 36 individualized plan for SUD treatment services.
- 37
- <u>Chemical Dependency Professional Trainee (CDPT)</u> means an individual working toward the education and
   experience requirements for certification as a CDP and who has been credentialed as a CDPT.
- 40
- 41 <u>Child</u> means a person under the age of 18 years. For persons eligible for the Medicaid program, child
- 42 means a person who is under the age of 21 years.
- 43

- <u>Code of Federal Regulations (CFR)</u> means all references in the Agreement to CFR chapters or sections shall
   include any successor, amended, or replacement regulation.
- 3

<u>Complaint</u> means a verbal or written statement by an individual or enrollee that expresses dissatisfaction
 with some aspect of services covered under this Agreement, the Primary Care Provider, or Contractor.

6
 7 <u>Coordinated Quality Improvement Program (CQIP)</u> Health care institutions and medical facilities,

other than hospitals, that are licensed by the department, professional societies, or organizations,
 health care service Contractors, health maintenance organizations, health carriers approved pursuant

- 10 to RCW Chapter 48.43, and any other person or entity providing health care coverage under RCW
- 11 Chapter 48.42 that is subject to the jurisdiction and regulation of any state agency or any subdivision
- 12 thereof may maintain a CQIP for the improvement of the quality of health care services rendered to
- 13 patients and the identification and prevention of medical malpractice as set forth in RCW 70.41.200.
- 14
- 15 <u>Corrective Action/Compliance Review</u> means when findings from a North Sound BH-ASO/DBHR review or 16 other monitoring efforts or audits show there are apparent violations of this Agreement, Contractor shall
- implement corrective action within specified timeframes determined by North Sound BH ASO/DBHR/Department's other auditors.
- 18 19
- 20 <u>Corrective Action Plan (CAP)</u> means a written plan specifying what Contractor is required to do to be in 21 compliance. This includes required improvements and a timeline for such action(s) to be accomplished.
- 22
   23 <u>Crisis</u> means crisis may be self-defined or a situation where an individual is acutely mentally ill or
   24 experiencing serious disruption in cognitive, volitional, psychosocial/neurophysiological functioning.
- 25
   26 <u>Crisis Intervention</u> means intervention activities of duration less than 24 hours (with a 24-hour period) to
   27 stabilize an individual in a psychiatric emergency (Health Care Procedural Coding System [HCPCS]
   28 procedure codes).
- <u>Crisis Services</u> means face-to-face evaluation and treatment of behavioral health emergencies and crises
   to non-enrolled, as well as, enrolled individuals experiencing a crisis as defined by the WAC. Crisis services
   shall be available on a 24-hour basis with the goal of stabilizing the individual in crisis and providing
   immediate or short-term treatment and support in the least restrictive environment available. Crisis
   services may be provided prior to an intake evaluation/assessment.
- 35
   36 <u>Crisis Stabilization Services</u> means services provided to individuals who are experiencing a behavioral
   37 health emergency or crisis. This service is provided through telephone/face-to-face in-vivo services.
- 38
- 39 <u>Cross-System Team meetings and consultations</u> means participation and involvement with systems
- 40 beyond the behavioral health system, who are also providing behavioral health services (i.e., Division
- 41 of Child and Family Services (DCFS), Developmental Disabilities Administration (DDA), Juvenile
- 42 Rehabilitation Administration (JRA), Department of Corrections (DOC), schools, etc.), to ensure
- 43 communication, and integrated, coordinated treatment planning and provision.
- 44

1	Cultural Competency is a set of congruent behaviors, attitudes and policies that come together in a system				
2	or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally				
3	competent system of care acknowledges and incorporates at all levels the importance of language and culture, cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally				
4					
5	unique needs (WAC 388-865-0150).				
6					
7	The ability to serve individuals with mental illness of all ages, all ethnic groups (including American				
8 9	Indians) and who identify as a sexual minority, in a manner which is responsive to their age and unique cultural background.				
10					
11	Delegation Plan means a document or an identified set of documents that show the Contractor's				
12	compliance with the Subcontracts Section of this Agreement.				
13	Disector Outrophic contracts dis their place of actidance on in your two ditional acting on faulthe				
14	Disaster Outreach is persons contacted in their place of residence or in non-traditional settings for the				
15 16	purpose of:				
10 17	1. Assessing their behavioral health or social functioning following a disaster; or				
18	<ol> <li>Assessing their behavioral nearth of social functioning following a disaster, of</li> <li>Increasing their utilization of human services and resources.</li> </ol>				
19	z. Increasing their utilization of human services and resources.				
20	There are two (2) basic approaches to outreach:				
	There are two (2) basic approaches to outreach.				
21	1 Mahila (angoing to parcon to parcon), and				
22	1. Mobile (ongoing to person to person); and				
23	2. Community settings (e.g., temporary shelters, disaster assistance sites, disaster information				
24	forums).				
25	Description of the engineering the entropy has found $(A)$ into entropy expected.				
26 27	Regardless of the approach, the outreach process has four (4) important components:				
28	1. Locating persons in need of disaster relief services;				
29	2. Assessing their needs;				
30	3. Engaging or linking persons to an appropriate level of support or disaster relief services; and				
31	<ol><li>Providing follow-up behavioral health services when clinically indicated.</li></ol>				
32					
33	Disaster outreach can be performed by trained volunteers, peers/persons hired under a Federal Crisis				
34	Counseling Grant. These persons should be trained in disaster outreach, which is different than traditional				
35	behavioral health crisis intervention.				
36					
37	Emergent Care means services provided for a person, that if not provided, would likely result in the need				
38	for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave				
39	disability according to RCW 71.05.				
40					
41	Exempt American Indians means Medicaid eligible and non-eligible American Indians as defined by 25 USC				
42	1603 that have received an exemption, which permits Medicaid reimbursed services to be delivered by				
43	Indian health service programs or tribal clinics.				

1 Fair Hearing means a Grievance hearing before the Washington State Office of Administrative Hearings. 2 3 Fraud means an intentional deception or misrepresentation made by a person with the knowledge that 4 the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable Federal or State law (Medicaid Managed Care Fraud and Abuse 5 6 Guidelines). 7 8 Geographic Area means North Sound BH-ASO Service Area consisting of the following geographic areas: 9 10 1. Island County 2. San Juan County 11 12 3. Skagit County 13 4. Snohomish County 14 5. Whatcom County 15 Gravely Disabled as defined in RCW 71.34.020(8) for children, and 71.05.020(1) in the case of adults. 16 17 18 Grievance means an expression of dissatisfaction about any matter other than the action as "action" is 19 defined above. The term is also used to refer to the overall process that includes grievance and appeals 20 handled at the PIHP level and access to the State Fair Hearing process. Possible subjects for grievances 21 include, but are not limited to: the quality of care or services provided and aspects of interpersonal 22 relationships, such as, rudeness or failure to respect the enrollee's rights. 23 24 Health Insurance Portability and Accountability (HIPAA) Act of 1996 25 26 Indirect Costs are costs incurred for activities other than those that gualify as direct costs. Indirect costs 27 include, but are not limited to: activities, staff, tools, depreciation and equipment, transportation, 28 education or training related to financial, facilities, or data management, quality management, resource 29 management (except for direct costs incurred pursuant to RCW 71.24.025) and RSN/PIHP or subcontractor 30 administration. Indirect costs do not include capital items or unexpended reserves. 31 32 Individual means a person with lived experience who is now or has in the past received behavioral health 33 services. 34 35 Local Funds Eligible for Match are sources of revenue that are eligible to be used as Federal match are broad based taxes at the County or other local taxing authority level that are spent and have been 36 37 certified by the local authority as public funds for behavioral health services allowable under this 38 Agreement. Funds used for Federal match under this Agreement may not be used as match for any other 39 Federal program. It can be State or local funds that have not been previously matched with Federal funds 40 at any point. Local funds do not include donations. Although State funds (non-Medicaid) can be used for local match, these funds are intended to be used for non-Medicaid services and non-Medicaid individuals 41 42 and can only be used as match once these obligations are met. 43

1 2	<u>Management Information System (MIS)</u> means a computer system designed to provide management personnel with up-to-date information on an organization's performance.
3	
4	Mental Health Care Provider (MHCP) means the individual with primary responsibility for implementing an
5 6	individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level education in a related field or A.A. level education with two (2) years' experience in the mental health or
7	related fields.
8 9	North Sound Behavioral Health Organization, LLC (North Sound BH-ASO)
10 11	Ombuds means an individual performing an Ombuds service as defined at WAC 388-865-0250 as existing
12 13	or hereafter amended.
14 15	Public Funds are State, Federal, or local government funds gained by a taxing authority.
16	Regional Support Network (RSN) means a county authority or group of county authorities recognized and
17	certified by the Secretary of DSHS which enter into joint operating agreements to contract with the
18	Secretary pursuant to RCW 71.24 to operate a single managed system of services for persons with mental
19	illness living in the Service Area covered by the county or group of counties. The RSN shall assume all
20	duties assigned to county authorities by RCW 71.24, 71.34, and 71.05.
21	
22	<u>Revised Code of Washington (RCW)</u> is all references in the Agreement to RCW chapters or sections shall
23	include any successor, amended, or replacement statute.
24	
25	Substance Use Disorder (SUD) means a problematic pattern of alcohol/drug use leading to clinically
26 27	significant impairment or distress as categorized in the DSM 5.
28	Subcontract is any written agreement between Contractor and subcontractor or between Contractor,
29	subcontractor, and another subcontractor to provide services or activities otherwise performed under this
30	Agreement.
31	5
32	Subcontractor is an individual or entity performing all or part of the services under this Agreement under a
33	separate contract with Contractor or its subcontractors.
34	
35	<u>Title 42</u> is the CFR Public Health Service.
36	
37	<u>Title XIX</u> is grants with states for Medical Assistance Program.
38	
39	<u>Title XXI</u> is State Children's Health Insurance Program.
40	
41	Transition Age Youth is anyone age 17-21.
42	

- 1 <u>Tribal Coordination of Implementation of Service Plan (formerly 7.01 Plan)</u> is North Sound BH-ASO's Board
- approved plan, which outlines North Sound BH-ASO's commitment to planning and service delivery for
   American Indian governments and communities.
- 4
  5 <u>Underserved</u> are persons who are minorities, children, elderly, disabled and low-income (see WAC 3886 865-0150).
- 7
- 8 <u>Washington Administrative Code (WAC)</u> is all references in the Agreement to WAC chapters or sections 9 shall include any successor, amended, or replacement regulation.
- 10
- 11 <u>Waiver</u> is the document by which DSHS/DBHR requests sections of the Social Security Act be waived in
- 12 order to operate a capitated managed care system to provide services to enrolled recipients. Section
- 13 1915(b) of the Act, authorizes the Secretary to waive the requirements of sections 1902 of the Act to the
- 14 extent he/she finds proposed improvements or specified practices in the provision of services under
- 15 Medicaid to be cost-effective, efficient and consistent with the objectives of the Medicaid program.
- 16
- 17 Youth is anyone age 13-17.
- 18

#### 1 B. DELEGATED FUNCTIONS

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

#### 1. REGIONAL ADVISORY BOARD (PIHP, BHSC)

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

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

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

#### 2. GOVERNING BOARD (PIHP; BHSC)

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

#### 3. QUALITY MANAGEMENT SUPPORT (PIHP; BHSC)

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

43 Member Counties shall encourage local efforts to provide services that are integrated and
 44 coordinated with other formal/informal service delivery systems.
 45

1		a. Contractor's County Coordinator shall assist North Sound BH-ASO in conducting
2		quality management programs and activities, in accordance with Exhibit A.
3		Activities include regularly participating in North Sound BH-ASO's Quality
4		Management Oversight Committee and other quality management processes as
5		appropriate, which are designed to allow North Sound BH-ASO to:
6		
7		i. Assess the degree to which Behavioral Health Services and planning is
8		driven by and incorporates individual and family voice;
9		ii. Assess the degree to which behavioral health services are age, culturally,
10		and linguistically competent;
11		iii. Assess the degree to which behavioral health services are provided in the
12		least restrictive environment;
13		iv. Assess the degree to which uninterrupted linkages occur that move the
14		individual toward recovery and resiliency;
15		v. Assess the continuity in service linkages and integration with other
16		formal/informal systems and settings; and
17		vi. Assess the strengths and barriers of resource management mechanism,
18		access standards and the utilization management activities.
19		
20		b. Quality management activities specified in this Quality Management Support
21		section shall be subject to requirements of North Sound BH-ASO, including
22		requirements to maintain confidentiality of information in accordance with federal
23		and state privacy laws and requirements applicable to North Sound BH-ASO for
24		maintaining protection of confidentiality under its coordinated quality
25		improvement program (CQIP).
26		
27	4.	ALLIED SYSTEM COORDINATION (PIHP)
28		Contractor shall coordinate with North Sound BH-ASO in the following area to ensure
29		individuals in the community are receiving continuity of care.
30		
31		Contractor shall develop in collaboration with North Sound BH-ASO a new or update an
32		existing allied system coordination plan with the Criminal Justice (courts, jails, law
33		enforcement, public defender, Department of Corrections [DOC]) and Chemical
34		Dependency and Substance Abuse (CD/SA) service providers in their respective county at
35		least every three (3) years or as requested by North Sound BH-ASO, DSHS or as necessary.
36		The allied system coordination plan must contain all the following elements:
37		
38		a. Contractor shall work with North Sound BH-ASO to identify the need for local
39		resources, including initiatives to address those needs. This will include a process
40		to evaluate progress in cross-system coordination and integration of services.
41		b. Contractor shall work with North Sound BH-ASO on a process for facilitation of
42		community integration from out-of-home placements, Children's Long-term
43		inpatient facilities, Juvenile Rehabilitation facilities, foster care, nursing homes and
44		acute inpatient settings for individuals of all ages.

1		c. Contractor shall facilitate the Community Treatment Team made up of service
2		providers from the county. This group coordinates services for individuals with
3		behavioral health issues involved in multi-systems.
4		d. Contractor shall, when requested, provide information, referral and training to the
5 6		community in how to access the public behavioral health system.
7	5.	COMMUNITY COORDINATION (BHSC)
8		Contractor shall coordinate and participate with North Sound BH-ASO in all disaster
9		preparedness activities and respond to emergency/disaster events (e.g., natural disasters,
10		acts of terrorism) when requested by North Sound BH-ASO. Contractor shall work with
11		North Sound BH-ASO in the event of a disaster to ensure the following activities are
12		implemented:
13		
14 15		a. Collaborate in the development of the regional transition services plan;
15		b. Collaborate in the regional expansion of medication assisted treatment (MAT);
16 17		c. Coordinate with North Sound BH-ASO on community integration for parenting
17 18		women; d. Participate in local emergency/disaster planning activities when county Emergency
19		Operation Centers and local public health jurisdictions request collaboration;
20		e. Locating persons in need of disaster relief services;
20		f. Engaging or linking persons to an appropriate level of support or disaster relief
21		services;
23		g. Conduct post-disaster outreach to determine the need for disaster related crisis
<u>-</u> 3 24		counseling and assess the availability of local resources in meeting those needs;
25		h. Partner in disaster preparedness and response activities with DBHR and other
26		DSHS entities, the State Emergency Management Division, Federal Emergency
27		Management Administration (FEMA), the American Red Cross and other volunteer
28		organizations;
29		i. Participation when requested in local and regional disaster planning and
30		preparedness activities; and
31		j. Coordination of disaster outreach activities following an event.
32	~	
33	6.	CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA)
34		Contractor will continue to establish working relationships with the local CJTA Panel to
35		ensure an active and collaborative working relationship in developing the plan and CJTA
36 37		requirements as provided by the BH-ASO.
38		Contractor shall act as liaison on behalf of the BH-ASO with county drug courts, funding
39		sources and providers.
40		
41		Contractor shall host meetings and workgroups as needed to develop an agreed upon
42		local CJTA plan within the state allocation of the designated County CJTA committee
43		members.
44 45		Contractor shall provide the County CJTA biennial plan to the BH-ASO as scheduled.
чJ		Contractor shall provide the county GTA blennial plan to the br-ASO as scheduled.

Contractor shall promote and sustain successful working relationships between designated Drug Court and CJTA community SUD providers and the County Drug Court personnel to meet the state goals of CJTA, as well as, defined local goals RCW 70.96A.350.

#### The plan must:

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7	a. Describe in detail how SUD treatment and support services will be delivered within
8	the region;
9	b. Address the CJTA Account Match Requirement by providing a local participation
10	match of all DSHS-provided criminal justice awards;
11	c. Include details on special projects, such as, best practices/treatment strategies,
12	significant underserved population(s), or regional endeavors, including the
13	following:
14	
15	i. Describe the project and how it will be consistent with your strategic plan;
16	<ol><li>Describe how the project will enhance treatment services for offenders;</li></ol>
17	iii. Indicate the number of offenders who were served using innovative funds;
18	and
19	<ol><li>Detail the original goals and objectives of the project.</li></ol>

#### 1 C. CONTRACTOR RESPONSIBILITIES

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Contractor 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.

#### 1. APPOINTMENT OF COUNTY COORDINATOR

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

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

#### 2. RESOURCE MANAGEMENT SUPPORT

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

28 3. LOCAL OVERSIGHT COMMITTEE 29 30 Contractor and North Sound BH-ASO shall convene this committee a minimum of twice 31 per year with the function and purpose as outlined below: 32 a. This membership will be broad and include all identified stakeholder groups; 33 b. Will be Co-Chaired by North Sound BH-ASO and the County Coordinator or their 34 designee; 35 c. Meeting will be facilitated by the County Coordinator or their designee; d. Will be scheduled by the County Coordinator, but coordinated with North Sound BH-36 37 ASO; 38 e. Will be called on an as needed basis, but at least twice per year; and 39 f. Will cover the following areas: 40 i. Public behavioral health system complaints or concerns; ii. Identifying gaps in the local public behavioral health system, such as; but not 41 limited to outpatient, emergency, or inpatient behavioral health services; 42 43 iii. Designing county specific protocols, which coordinate services with other 44 community resources, county services and alternative systems of care; and

45 iv. Provide a venue for community input and cross system networking.

#### 4. COORDINATED QUALITY IMPROVEMENT PROGRAM (CQIP) COMMITTEE

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Contractor and North Sound BH-ASO shall convene this committee on an as needed basis with the function and purpose as outlined below:

This is a protected CQIP meeting intended solely for the purpose of assuring Continuous Quality Improvement and Quality Assurance by North Sound BH-ASO, its providers and component Counties. The CQIP program is strictly confidential to the fullest extend allowed by RCW 43.70.510 and WAC 246.50.

10 11 Membership is limited to North Sound BH-ASO and the county; a. 12 b. Other participants will be limited to those community stakeholders that are/or 13 have been involved with the specific case being reviewed; 14 c. Will be Co-Chaired by North Sound North Sound BH-ASO and the County 15 Coordinator or their designee; Meeting will be facilitated by North Sound BH-ASO; 16 d. Will be scheduled by North Sound BH-ASO as requested by the County Coordinator 17 e. and North Sound BH-ASO, but coordinated with North Sound BH-ASO; and 18 f. 19 Will cover the following areas: 20 21 i. Advise North Sound BH-ASO, County Coordinator, Outpatient and 22 Integrated Crisis Response System (ICRS) management on issues, review of 23 critical incidents, exceptional circumstances and integrated crisis response 24 or outpatient needs that require correcting; and 25 ii. Address contract non-compliance and available remedies including, but not 26 limited to, fiscal penalties. 27 5. 28 DELIVERABLES 29 Contractor shall ensure deliverables are submitted in accordance with the Supplemental Provider Guide. 30 31 32 6. **BUSINESS ASSOCIATE AGREEMENT** 33 Contractor shall abide by the provisions of North Sound BH-ASO/San Juan County Business 34 Associates Agreement. 35

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#### FINANCIAL TERMS AND CONDITIONS

#### 1. GENERAL FISCAL ASSURANCES

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

#### 2. FINANCIAL ACCOUNTING REQUIREMENTS

Contractor shall:

- a. Establish and maintain operating reserves at prudent levels sufficient to ensure Contractor has ability to pay for all expenses incurred during this Agreement period, including those whose disposition occurs after the Agreement has been terminated, and to cover the risk of financial loss resulting in the event that the cost of providing services pursuant to this Agreement exceeds the revenues derived therefrom;
  - b. Ensure all funds, including interest earned, provided pursuant to this Agreement are used to support the public behavioral health system within the Service Area; and
  - c. Contractor shall produce annual audited financial statements within 180 days of fiscal year end and make such reports available to North Sound BH-ASO upon request.

#### 3. FINANCIAL REPORTING

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

- a. Within 15 days from the effective date of this Agreement, a program-specific budget that demonstrates to North Sound BH-ASO's reasonable satisfaction, compliance with direct service and indirect cost requirements; and
- Report Contractor's revenue and expenditure information to North Sound BH-ASO on a quarterly basis. Reports must comply with the provisions in the BARS Supplemental Instructions for Behavioral Health Services promulgated by the Washington State Auditor's Office. Reports are due within 35 days of the biennial quarter end (December, and June of each year). A final report for 2019 is due February 5, 2020 (applies to all contracts).

#### 4. RULES COMPLIANCE

Contractor shall:

44a.Ensure funds provided to Contractor are used to provide specific administrative45services on behalf of North Sound BH-ASO and not used for direct services, except46for, funds provided for housing supports;

1		b. Submit the amount spent throughout the Service Area on specific items at the
2		request of North Sound BH-ASO, Centers for Medicare and Medicaid Services
3		(CMS), the legislature, or DSHS in the timeframe specified;
4		c. Account for public behavioral health expenditures under this Contract in
5		accordance with 2 CFR 200 and State requirements in accordance with BARS
6		Manual and BARS Supplemental Instructions or any successor; and
7		d. Ensure State or Federal funds are not used to replace local funds from any source,
8		which were being used to finance behavioral health services in the constituent
9		county/counties in the calendar year prior to January 1, 1990. Contractor shall not
10		use State or Federal funds to replace local funds used to administer the Involuntary
11		Treatment Program in the constituent county/counties in the calendar year prior
12		to January 1, 1974.
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14	5.	FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS
14 15	5.	FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS The consideration to be paid by North Sound BH-ASO for the work to be provided by
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15	5.	The consideration to be paid by North Sound BH-ASO for the work to be provided by
15 16	5.	The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary
15 16 17	5.	The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement. a. The consideration by North Sound BH-ASO to Contractor pursuant to this
15 16 17 18	5.	The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.
15 16 17 18 19	5.	The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement. a. The consideration by North Sound BH-ASO to Contractor pursuant to this
15 16 17 18 19 20	5.	<ul> <li>The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.</li> <li>a. The consideration by North Sound BH-ASO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BH-ASO's</li> </ul>
15 16 17 18 19 20 21	5.	<ul> <li>The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.</li> <li>a. The consideration by North Sound BH-ASO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BH-ASO's receipt of payment by DSHS/DBHR.</li> </ul>
15 16 17 18 19 20 21 22	5.	<ul> <li>The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.</li> <li>a. The consideration by North Sound BH-ASO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BH-ASO's receipt of payment by DSHS/DBHR.</li> <li>b. Payment Methodology: North Sound BH-ASO shall pay to Contractor monthly all</li> </ul>
15 16 17 18 19 20 21 22 23	5.	<ul> <li>The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.</li> <li>a. The consideration by North Sound BH-ASO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BH-ASO's receipt of payment by DSHS/DBHR.</li> <li>b. Payment Methodology: North Sound BH-ASO shall pay to Contractor monthly all allowable and allocable costs incurred as evidenced by proper invoice of</li> </ul>
15 16 17 18 19 20 21 22 23 24	5.	<ul> <li>The consideration to be paid by North Sound BH-ASO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement.</li> <li>a. The consideration by North Sound BH-ASO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BH-ASO's receipt of payment by DSHS/DBHR.</li> <li>b. Payment Methodology: North Sound BH-ASO shall pay to Contractor monthly all allowable and allocable costs incurred as evidenced by proper invoice of Contractor as submitted to the extent those costs do not exceed each funding</li> </ul>

### E. OVERSIGHT, REMEDIES AND TERMINATION

## 1. OVERSIGHT AUTHORITY

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North Sound BH-ASO, DSHS, Office of the State Auditor, the Department of Health and Human Services (DHHS), CMS, the Comptroller General, or any of their duly-authorized representatives (e.g., External Quality Review Organizations), 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 Agreement; d) audits regarding the quality, appropriateness, and timeliness of behavioral health services of Contractor and subcontractors; and e) audits and inspections of financial records of Contractor and subcontractors. Contractor 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 Agreement.

15 In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of 16 resource, utilization and quality management, as well as to ensure that Contractor have 17 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 18 19 encounter data validation, utilization reviews, clinical record reviews, and reviews of 20 administrative structures, fiscal management and contract compliance. Reviews may 21 include desk reviews, requiring Contractor to submit requested information. North Sound 22 BH-ASO will also review activities delegated under this contract to Contractor.

24Contractor shall cooperate with and allow access to North Sound BH-ASO Ombuds to25conduct surveys and review activities in accordance with the terms of this contract, in26accordance with the Supplemental Provider Guide. Contractor shall cooperate with Skagit27County Community Action Agency in resolving any disputes that arise in the provision of28Ombuds services.

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

## 2. REMEDIAL ACTION

North Sound BH-ASO may require Contractor to plan and execute corrective action. Corrective action plans (CAP) developed by Contractor must be submitted for approval to North Sound BH-ASO within 30 calendar days of notification. CAPs 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.

1	a.	CAPs must include:
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3		i. A brief description of the finding; and
4		ii. Specific actions to be taken, a timetable, a description of the monitoring to
5		be performed, the steps taken and responsible individuals that will reflect
6		the resolution of the situation.
7		
8	b.	CAPs may:
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10		Require modification of any policies or procedures by Contractor relating to the
11		fulfillment of its obligations pursuant to this Agreement.
12		
13	c.	CAPs are subject to approval by North Sound BH-ASO, which may:
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15		i. Accept the plan as submitted;
16		ii. Accept the plan with specified modifications;
17		iii. Request a modified plan; or
18		iv. Reject the plan.
19		
20	d.	Contractor agrees North Sound BH-ASO may initiate remedial action with or
21		without a CAP as outlined in subsection below if North Sound BH-ASO determines
22		any of the following situations exist:
23		
24		i. A problem exists that negatively impacts enrollees;
25		ii. Contractor has failed to perform any of the behavioral health services
26		required in this Agreement, including delegated functions, which includes
27		the failure to maintain the required capacity as specified by North Sound
28		BH-ASO to ensure that enrollees receive medically necessary services;
29		iii. Contractor has failed to develop, produce/deliver to North Sound BH-ASO
30		any of the statements, reports, data, data corrections, accountings,
31		claims/documentation described herein, in compliance with all the
32		provisions of this Agreement;
33		iv. Contractor has failed to perform any administrative function required
34		under this Agreement, including delegated functions. For the purposes of
35		this section, "administrative function" is defined as any obligation other
36		than the actual provision of behavioral health services; or
37		v. Contractor has failed to implement corrective action required by the state
38 39		and within North Sound BH-ASO prescribed time frames.
40	Δ	North Sound BH-ASO may impose any of the following remedial actions in
40	с.	response to findings of situations as outlined above:
42		response to mangs of situations as outlined above.
42		i. Withhold one (1%) percent of the next monthly payment and each monthly
44		payment thereafter until the corrective action has achieved resolution.
45		North Sound BH-ASO, at its sole discretion, may return a portion or, all of,
46		any payments withheld once satisfactory resolution has been achieved;
- <del>1</del> 0		any payments withiner once satisfactory resolution has been achieved;

1		ii. Compound withholdings identified above by an additional one-han of one
2		percent for each successive month during which the remedial situation has
3		not been resolved;
4		iii. Revoke delegation of any function delegated under this contract;
5		iv. Deny any incentive payment to which Contractor might otherwise have
6		been entitled under this Agreement or any other arrangement by which the
7		DBHR provides incentives; or
8		v. Termination for Default, as outlined in this Agreement.
9		
10	3.	ADDITIONAL FINANCIAL PENALTIES – DBHR IMPOSED SANCTIONS
11	5.	Financial penalties imposed by DBHR or other regulatory agency due to the action or
12		inaction of Contractor may be paid by North Sound BH-ASO on behalf of Contractor and
13		the amount will be withheld from North Sound BH-ASO's payments to Contractor.
14		
15	4.	TERMINATION DUE TO CHANGE IN FUNDING
16		In the event funding from State, Federal, or other sources is withdrawn, reduced, or
17		limited in any way after the effective date of this Agreement and prior to its normal
18		completion, North Sound BH-ASO may terminate this Agreement, subject to re-
19		negotiations.
20		
21	5.	TERMINATION DUE TO CHANGE IN 1915(B) BEHAVIORAL HEALTH SERVICES WAIVER
22		In the event changes to the terms of the 1915(b) (Medicaid) Behavioral health Services
23		Waiver render this Agreement invalid in any way after the effective date of this
24		Agreement and prior to its normal completion, North Sound BH-ASO may terminate this
25		Agreement, subject to re-negotiation, if applicable, under those new special terms and
26		conditions.
27		
28	6.	TERMINATION FOR CONVENIENCE
29		Except, as otherwise provided in this Agreement, a party may terminate this Agreement
30		upon 90 days written notification by certified mail to the other party. The effective date
31		of termination shall be the 90 days after receipt of written notification to the other party
32		or the last day of the calendar month in which the 90 days occurs, whichever is later.
33		
34	7.	TERMINATION FOR DEFAULT
35		North Sound BH-ASO's Program Manager and his/her designee may terminate this
36		Agreement for default, in whole or in part, by written notice to Contractor if North Sound
37		BH-ASO or DSHS has a reasonable basis to believe that Contractor has:
38		
39		2. Failed to most or maintain any requirement for contracting with DSUS.
		a. Failed to meet or maintain any requirement for contracting with DSHS;
40		b. Failed to perform under any provision of this Agreement;
41		c. Violated any law, regulation, rule, or ordinance applicable to the services provided
42		under this Agreement; and/or
43		d. Otherwise breached any provision or condition of this Agreement.
44		

Compound withholdings identified above by an additional one-half of one

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

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

Contractor may terminate this Agreement 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 Agreement;
- c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Agreement; and/or
- d. Otherwise breached any provision or condition of this Agreement.

#### 8. TERMINATION PROCEDURE

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

- a. Contractor and any applicable subcontractors shall cease to perform any services required by this Agreement 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 Agreement rendered prior to the effective date of termination. Contractor and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals and families served under this Agreement. Contractor and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
  b. Contractor and any applicable subcontractors shall immediately deliver to North
- Sound BH-ASO Program Manager or to his/her successor, all DSHS and North Sound BH-ASO assets (property) in Contractor and any applicable subcontractor's possession and any property produced under this Agreement. Contractor and any applicable subcontractors grant North Sound BH-ASO and DSHS the right to enter upon Contractor and any applicable subcontractor's premises for the sole purpose of recovering any North Sound BH-ASO or DSHS property that Contractor and any

1		applicable subcontractor fails to return within 10 working days of termination of
2		this Agreement. Upon failure to return North Sound BH-ASO/DSHS property within
3		10 working days of the termination of this Agreement, Contractor and any
4		applicable subcontractors shall be charged with all reasonable costs of recovery,
5		including transportation and attorney's fees. Contractor and any applicable
6		subcontractors shall protect and preserve any property of North Sound BH-
7		ASO/DSHS that is in the possession of Contractor and any applicable
8		subcontractors pending return to North Sound BH-ASO/DSHS.
9	с.	North Sound BH-ASO shall be liable for and shall pay for only those services
10		authorized and provided through the date of termination. North Sound BH-ASO
11		may pay an amount agreed to by the parties for partially completed work and
12		services, if work products are useful to or usable by North Sound BH-ASO. Should
13		the contract be terminated by either party, North Sound BH-ASO will require the
14		spend-down of all remaining reserves and fund balances within the termination
15		period. Funds will be deducted from the final months' payments until reserves and
16		fund balances are spent.

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#### GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

#### 1. BACKGROUND

North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan, Skagit, Snohomish and Whatcom Counties, each a county authority recognized by the Secretary of Department of Social and Health Services (Secretary). These counties entered into an inter-local agreement to allow North Sound BH-ASO to contract with the Secretary pursuant to RCW 71.24.025(13), to operate a single managed system of services for persons with mental illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area). North Sound BH-ASO is party to an interagency agreement with the Secretary, pursuant to which North Sound BH-ASO has agreed to provide integrated community support, crisis response, and inpatient management services to people needing such services in its service area. North Sound BH-ASO, through this Agreement, is subcontracting with Contractor for the provision of specific behavioral health services as required by the agreement with the Secretary. Contractor, by signing this Agreement, attests that it is willing and able to provide such services in the Service Area.

#### 2. MUTUAL COMMITMENTS

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

#### 3. ASSIGNMENT

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

#### 4. AUTHORITY

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

1	5.	COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES
2		Contractor and its subcontractors shall comply with all applicable federal and state
3		statutes, regulations, and operational policies, as applicable to this Agreement, whether or
4		not, a specific citation is identified in various sections of this Agreement, and all
5		amendments thereto that are in effect when the Agreement is signed, or that come into
6		effect during the term of the Agreement, which may include but are not limited to, the
7		following ("Federal/State Law"):
8		
9		a. Title XIX and Title XXI of the Social Security Act and Title 42 of the 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		Agreement;
14		d. All applicable standards, orders, or requirements issued under Section 306 of the
15		Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
16		Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40
17		CFR Part 15), which prohibit the use of facilities included on the EPA List of
18		Violating Facilities. Any violations shall be reported to DSHS, DHHS, and the EPA;
19		e. Any applicable mandatory standards and policies relating to energy efficiency, which
20		are contained in the State Energy Conservation Plan, issued in compliance with the
21		federal Energy Policy and Conservation Act;
22		f. Those specified for laboratory services in the Clinical Laboratory Improvement
23		Amendments (CLIA);
24		<ul> <li>g. Those specified in RCW Title 18 for professional licensing;</li> </ul>
25		h. Reporting of abuse as required by RCW 26.44.030;
26		<ol> <li>Industrial insurance coverage as required by RCW Title 51;</li> </ol>
27		j. RCW 38.52, 70.02, 71.05, 71.24, and 71.34;
28		k. WAC 388-865;
29		I. 42 CFR 438, including 42 CFR 438.58 (conflict of interest) and 42 CFR 438.106
30		(physician incentive plans);
31		m. The State of Washington Medicaid State Plan and 1915(b) Medicaid Behavioral
32		Health Waiver, or their successors, which documents are incorporated by
33		reference;
34		n. DBHR Quality Strategy;
35		o. The State Medicaid Manual (SMM), the Budgeting, Accounting, and Reporting
36		System (BARS) Manual, and BARS Supplemental Behavioral Health Instructions;
37		p. Any applicable federal and state laws that pertain to Medicaid enrollee or individual
38		rights. Contractor shall ensure its staff takes those rights into account when
39		furnishing services;
40		q. 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security Act),
41		which prohibits making payments directly or indirectly to physicians or other
42		providers as an inducement to reduce or limit behavioral health services provided
43		to individuals and/or families;

1		r. Any policies and procedures developed by Medical Assistance Administration for
2		compliance with WAC 388-519-0110, which governs the spend-down of client
3		assets;
4		s. Contractor and any subcontractors must comply with 42-USC 1396u-2 and must not
5		knowingly have a director, officer, partner, or person with a beneficial ownership
6		of more than 5% of Contractor, BHA or subcontractor's equity, or an employee,
7		Contractor, or consultant who is significant or material to the provision of services
8		under this Agreement, who has been, or is affiliated with someone who has been,
9 10		debarred, suspended, or otherwise excluded by any federal agency;
10 11		<ul> <li>Federal and State non-discrimination laws and regulations;</li> <li>u. HIPAA, 45 CFR parts 160-164;</li> </ul>
11		
12		<ul> <li>v. DBHR-CIS Data Dictionary and its successors; and/or</li> <li>w. Federal funds must not be used for any lobbying activities.</li> </ul>
13 14		w. Federal fullus must not be used for any lobbying activities.
14		If Contractor is in violation of a federal law or regulation, and Federal Financial
16		Participation is recouped from North Sound BH-ASO, Contractor shall reimburse the
17		federal amount to North Sound BH-ASO within 20 days of such recoupment.
18		rederar amount to North Sound Dri ASO within 20 days of such recoupinent.
19		Upon notification from DSHS, North Sound BH-ASO shall notify Contractor in writing of
20		changes/modifications in CMS policies and DSHS/DBHR contract requirement changes, if
20		applicable to this Agreement.
22		
23	6.	COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL POLICIES
24		Contractor shall comply with all North Sound BH-ASO operational policies that pertain to
25		the delivery of services under this Agreement that are in effect when the Agreement is
26		signed or that come into effect during the term of the Agreement.
27		
28		Along with all North Sound BH-ASO stakeholders, Contractor will be included in the
29		process for developing relevant operational policies and procedures. North Sound BH-
30		ASO's Provider Policy & Procedure Grid and successors contain a list of North Sound BH-
31		ASO's policies and their applicability to Contractor in accordance with Exhibit A. The Grid
32		and North Sound BH-ASO's policies and procedures are posted on North Sound BH-ASO's
33		website. North Sound BH-ASO shall notify Contractor of new and revised policies through
34		its numbered memoranda. Training shall be provided on policies that impact providers.
35		North Sound DLLASO will make best offerts to maintain surrance of policies with
36 27		North Sound BH-ASO will make best efforts to maintain currency of policies with
37 38		applicable federal or state law, regulation or policy. In the event of a conflict, federal or state laws, regulations or policies supersode North Sound RH-ASO policies and precedures.
38 39		state laws, regulations or policies supersede North Sound BH-ASO policies and procedures.
39 40	7.	CONFIDENTIALITY OF CLIENT INFORMATION
40 41	/.	Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and
42		recipients may be disclosed for purposes directly concerning the administration of this
42		Agreement. Durneses include, but are not limited to:

42 recipients may be disclosed for purposes directly cond 43 Agreement. Purposes include, but are not limited to:

1		a. Establishing eligibility;
2		b. Determining the amount of medical assistance;
3		c. Providing services for recipients;
4		d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding
5		related to the administration of the plan;
6		e. Assuring compliance with Federal and State laws, regulations, with terms and
7		requirements of this Agreement; and/or
8		f. Improving quality.
9		
10		Contractor shall protect all information, records and data collected from unauthorized
11		disclosure in accordance with 42 CFR 431.300 through 431.307, RCW's 70.02, 71.05, and
12		71.34, HIPAA and for service recipients receiving alcohol and drug abuse services, in
13		accordance with 42 CFR Part 2. Contractor shall have a process in place to ensure all
14		components of its BHA and system understand and comply with confidentiality
15		requirements for publicly funded behavioral health services.
16		
17		Contractor shall ensure access to the information is restricted to persons or agency
18		representatives who are subject to standards of confidentiality that are comparable to
19		those of North Sound BH-ASO and DSHS.
20		
21		The parties acknowledge that coordination, planning, screening, and referral require the
22		sharing of information among the various treatment providers. Disclosure of information
23		to verify eligibility, determine the amount of assistance, and to provide medically
24		necessary behavioral health services are all "purposes directly connected with the
25		administration of the Agreement", and are all appropriate justifications for sharing
26		information.
27		
28		Contractor shall ensure all staff and subcontractors providing services under this
29		Agreement receive annual training on confidentiality policies and procedures. In addition,
30		Contractor shall ensure all staff and subcontractors providing services under this
31		Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of
32		Confidentiality shall be kept in Contractor's personnel files.
33		
34	8.	CONTRACT PERFORMANCE/ENFORCEMENT
35		North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including
36		the "cut through" right to enforce performance should Contractor be unwilling or unable
37		to enforce action on the part of its subcontractor(s). In the event Contractor dissolves or
38		otherwise discontinues operations, North Sound BH-ASO may, at its sole option, assume
39		the right to enforce the terms and conditions of this Agreement directly with Contractor's
40		subcontractors; provided, that North Sound BH-ASO shall keep Contractor reasonably
41		informed concerning such enforcement. Contractor shall include this clause in its
42		contracts with its subcontractors. In the event of the dissolution of Contractor, North
43		Sound BH-ASO's rights in indemnification shall survive.
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#### 9. COOPERATION

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

#### 10. DEBARMENT CERTIFICATION

Contractor, by signature to this Agreement, certifies Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BH-ASO if, during the term of this Contract, Contractor becomes debarred.

#### 11. DECLARATION THAT CLIENTS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT

Although North Sound BH-ASO, Contractor, and subcontractors mutually recognize that services under this Agreement may be provided by Contractor and subcontractors to clients 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 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 Agreement. Such third parties shall have no right to enforce this Agreement.

#### 12. EXECUTION, AMENDMENT AND WAIVER

This Agreement shall be binding on all parties only upon signature by authorized representatives of each party. This Agreement, 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 Program Manager or North Sound BH-ASO Program Manager's designee has authority to waive any provision of this Agreement on behalf of North Sound BH-ASO.

#### 13. HEADINGS AND CAPTIONS

The headings and captions used in this Agreement 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 Agreement.

#### 14. INDEMNIFICATION

Contractor 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 the Contractor and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Contractor and its subcontractors related to the performance of this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold Contractor 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. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. 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 Agreement.

#### 15. INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO

The parties intend that an independent Contractor relationship be created by this contract. Contractor acknowledges that neither Contractor nor its employees or subcontractors are officers, employees, or agents of North Sound BH-ASO. Contractor shall not hold Contractor or any of Contractor's employees and subcontractors out as, nor claim status as, officers, employees, or agents of North Sound BH-ASO. Contractor shall not claim for Contractor or Contractor's employees or subcontractors any rights, privileges, or benefits which would accrue to an employee of North Sound BH-ASO. Contractor 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 Contractor or Contractor's employees and subcontractors unless specified in this Agreement.

#### 16. **INSURANCE**

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

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

#### 17. INTEGRATION

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

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#### 18. MAINTENANCE OF RECORDS

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records set forth below is started before expiration of the six (6) year period, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of the six (6) year period, whichever is later. Contractor shall maintain records sufficient to:

- a. Maintain the content of all Medical Records in a manner consistent with utilization control requirements of 42 CFR 456, 434.34 (a), 456.111 and 456.211;
  - b. Document performance of all acts required by law, regulation, or this Agreement;
  - c. Substantiate Contractor statement of its organizations' structures, tax status, capabilities, and performance;
- d. Demonstrate accounting procedures, practices, and records, which sufficiently and properly document Contractor invoices to North Sound BH-ASO and all expenditures made by Contractor to perform as required by this Agreement;
  - e. Contractor and its subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by North Sound BH-ASO, DSHS or other Washington State Departments; and
  - f. Evaluations shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services performed under this Agreement, and to determine whether Contractor and its subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable state and federal regulations as existing or hereafter amended.

#### 19. NO WAIVER OF RIGHTS

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

Waiver of any breach of any provision of this Agreement 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 Agreement.

#### 20. ONGOING SERVICES

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

#### 21. ORDER OF PRECEDENCE

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

- The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social Security Act and Federal regulations concerning the operations of Prepaid Inpatient Health Plans;
  - b. State statutes and regulations concerning the operation of the community behavioral health programs;
  - c. Federal and State Law;
  - d. North Sound BH-ASO-DSHS agreement, or its successors, that covers the provision of the behavioral health services covered under this Agreement, which shall include any document or material incorporated by reference. North Sound BH-ASO shall promptly notify Contractor of any amendment to North Sound BH-ASO-DSHS agreement which affects any term or condition herein; and
    - e. This Agreement.

#### 22. OVERPAYMENTS

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

#### 23. OWNERSHIP OF MATERIALS

Materials created by Contractor and its subcontractors and paid for by North Sound BH-ASO as a part of this Agreement shall be owned by North Sound BH-ASO and shall be, "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes/training materials. Material which Contractor and its subcontractors use to perform this Agreement, but which is not created for or paid for by North Sound BH-ASO, is owned by Contractor or relevant subcontractors; however, North Sound BH-ASO and DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

#### 24. PERFORMANCE

39Contractor shall furnish the necessary personnel, materials/behavioral health services and40otherwise do all things for, or incidental to, the performance of the work set forth here41and as attached. Unless specifically stated, Contractor is responsible for performing or42ensuring all fiscal and program responsibilities required in this contract. No subcontract43will terminate the legal responsibility of Contractor to perform the terms of this44Agreement.

1	25.	RESOLUTION OF DISPUTES							
2		The parties wish to provide for prompt, efficient, final, and binding resolution of disputes							
3		and controversies that may arise under this Agreement and therefore establish this							
4		dispute resolution procedure. All claims, disputes and other matters in question between							
5		the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the							
6		following dispute resolution procedure unless the parties mutually agree in writing							
7		otherwise:							
8									
9		a. The parties shall use their best efforts to resolve issues prior to giving written							
10		Notice of Dispute;							
11		b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a							
12		designated representative) shall together or, if both parties agree, with a mediator							
13		meet, confer, and attempt to resolve the claim; and							
14		c. The terms of the resolution of all claims concluded in meetings shall be							
15		memorialized in writing and signed by each party.							
16									
17		Arbitration: If the claim is not resolved within 30 days, the parties shall proceed to							
18		arbitration as follows:							
19									
20		a. Demand for arbitration shall be made in writing to the other party. The parties							
21		shall select one person as arbitrator;							
22		b. If there is a delay of more than 10 days in the naming of the arbitrator, either party							
23		can ask the presiding judge of Skagit County to name the arbitrator;							
24		c. The prevailing party shall be entitled to recover from the other party all costs and							
25		expenses, including reasonable attorney fees. The arbitrators shall determine							
26		which party, if any, is the prevailing party;							
27		d. The parties agree that the arbitrators' decision shall be binding, final and							
28		appealable to Skagit County Superior Court only as provided in RCW Chapter							
29		7.04A;							
30		e. Unless the parties agree in writing otherwise, the unresolved claims in each notice							
31		of dispute shall be considered at an arbitration session which shall occur in Skagit							
32		County no later than 30 days after the close of the meeting described in paragraph							
33		(b) at the top of this page;							
34		f. The Provisions of this section shall, with respect to any controversy or claim,							
35		survive the termination or expiration of this Agreement;							
36		g. Nothing contained in this Agreement shall be deemed to give the arbitrator the							
37		power to change any of the terms and conditions of this Agreement in any way;							
38 20		h. The prevailing party in any action to compel arbitration or to enforce an arbitration							
39 40		award shall be awarded its costs, including attorney fees. Venue for any such							
40		action is exclusively Skagit County Superior Court; and							
41 42		i. This Agreement shall be governed by laws of the State of Washington, both as to							
42		interpretation and performance. Washington statutes of limitation apply to arbitration proceedings under this agreement							
43 44		arbitration proceedings under this agreement.							

#### 26. SEVERABILITY AND CONFORMITY

The provisions of this Agreement are severable. If any provision of this Agreement, 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 Agreement and the invalid provision shall be considered modified to conform to existing law.

#### 27. SINGLE AUDIT ACT

If Contractor or its subcontractor is a subrecipient of Federal awards as defined by 2 CFR 200.501, Contractor and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate 2 CFR 200.501 titles and numbers, award names and numbers, award years if awards are for research and development, as well as, names of the Federal agencies. Contractor and its subcontractors shall make Contractor and its subcontractors' records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Contractor and its subcontractors shall incorporate 2 CFR 200.501 audit requirements into all contracts between Contractor and its subcontractors who are subrecipients. Contractor and its subcontractors shall comply with any future amendments to 2 CFR 200.501 Subpart F and any successor or replacement regulation.

If Contractor/its subcontractors are a subrecipient and expends \$750,000 or more in Federal awards from any/all sources in any fiscal year, Contractor and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Contractor and applicable subcontractors shall submit to North Sound BH-ASO's Program Administrator the data collection form and reporting package specified in 2 CFR 200.501, 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 2 CFR 200.330 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.

#### 28. SUBCONTRACTS

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

- a. Contractor shall be responsible for the acts and omissions of any subcontractor;
- b. Contractor 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 Social Security Act) or debarred or suspended per this Agreement's General Terms and Conditions;
- c. Contractor shall require subcontractors to comply with all applicable federal and state laws, regulations, and operational policies as specified in this Agreement;
- d. Contractor shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as specified in this Agreement;

1		e. Contractor shall ensure a process is in place to demonstrate that all third-party
2		resources are identified and pursued;
3		f. Contractor shall oversee, be accountable for, and monitor all functions and
4		responsibilities delegated to a subcontractor for conformance with any applicable
5		statement of work in this Agreement on an ongoing basis including written
6		reviews;
7		g. Contractor will monitor performance of the subcontractors on an annual basis and
8		notify North Sound BH-ASO of any identified deficiencies or areas for improvement
9		requiring corrective action by Contractor; and
10		h. Contractor shall ensure all subcontracts are in writing and subcontracts specify all
11		duties, reports, and responsibilities delegated under this Agreement. Those
12		written subcontracts shall:
13		
14		i. Require subcontractors to hold all necessary licenses, certifications/permits
15		as required by law for the performance of the services to be performed
16		under this Agreement;
17		ii. Include clear means to revoke delegation, impose corrective action, or take
18		other remedial actions if the subcontractor fails to comply with the terms of
19		the subcontract;
20		iii. Require that the subcontractor correct any areas of deficiencies in the
21		subcontractor's performance that are identified by Contractor, North Sound
22		BH-ASO/DBHR; and
23 24		<ul> <li>Require best efforts to provide written or oral notification within 15</li> <li>working days of termination of a Mental Health Care Provider (MHCP) to</li> </ul>
24 25		individuals currently open for services who had received a service from the
23 26		affected MHCP in the previous 60 days. Notification must be verifiable in
20 27		the client medical record at the subcontractor.
$\frac{27}{28}$		
29	29.	SURVIVABILITY
30		The terms and conditions contained in this Agreement that by their sense and context are
31		intended to survive the expiration of this Agreement shall so survive. Surviving terms
32		include, but are not limited to: Financial Terms and Conditions, Single Audit Act, Order of
33		Precedence, Contract Performance and Enforcement, Confidentiality of Client Information,
34		Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records,
35		Ownership of Materials, Contract Administration, Warranties and Survivability.
36	20	
37 29	30.	TREATMENT OF CLIENT PROPERTY
38 20		Unless otherwise provided in this Agreement, Contractor shall ensure any adult individual
39 40		receiving services from Contractor under this Agreement has unrestricted access to the
40 41		individual's personal property. Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property unless clinically indicated.
41 42		
42 43		Contractor shall provide individuals under age 18 with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon
43 44		termination of this Agreement, Contractor shall immediately release to the individual/the
44 45		individual's guardian or custodian all the individual's personal property.
45 46		mainada s guardian or custodian an the mainada s personal property.
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#### 31. WARRANTIES

2.2.

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

#### 32. RATIFICATION

This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract is subject to ratification after it becomes effective. This contract will be submitted for ratification at the next scheduled meeting of the North Sound BH-ASO County Authorities Executive Committee ("the Committee"). If not ratified by the Committee the North Sound BH-ASO will terminate the contract either immediately or, at the discretion of North Sound BH-ASO, within a reasonable amount of time.

33. CONTRACT ADMINISTRATION

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for North Sound BH-ASO is:

23	Joe Valentine, Executive Director
24	North Sound Behavioral Health Organization
25	301 Valley Mall Way, Suite 110
26	Mount Vernon, WA 98273
27	
28	The Program Manager for Contractor is:
29	
30	Barbara LaBrash, Human Services Coordinator
31	San Juan County Human Services
32	PO Box 1146
33	Eastsound, WA 98245-1146
34	
35	Changes in Program Managers or addresses shall be prov

Changes in Program Managers or addresses shall be provided to the other party in writing within 10 working days.

**THIS AGREEMENT**, consisting of 38 Pages, plus Attachments, is executed by the persons signing
 below who warrant that they have the authority to execute this Agreement.

4 5 6 7 8 9	NORTH SOUND BH-ASO		BOARD OF COUNTY COMMISSIONERS SAN JUAN COUNTY, WASHINGTON:	;
10 11	Joe Valentine	Date	Mark Tompkins	Date
12 13	Executive Director		Director of San Juan County Health & Community Services	
14				
15				
16				
17			Michael J. Thomas	
18			County Manager	
19				
20				
21			Approved as to Form for County	
22			San Juan Prosecuting Attorney	
23			Randall K. Gaylord	
24			-	
25				
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	А		В	С	D		
1							
2	North Sound Behavioral Health Administrative Services Organization						
3	Dedicated Marij	uana A	ccount Pro	ogra	am		
4	Cost Reimb	oursem	ent Budge	t			
5	July 1, 2019 to						
6	San Juan Cou	unty Hu	uman Servi	ces	5		
7							
8							
9							
10	Revenues						
11							
12	Dedicated Marijuana Account Funding	\$	35,489				
13							
14	Total	\$	35,489				
15							
16							
17	Expenses						
10	Dediasted Marijuana Assount	\$	25 490				
19	Dedicated Marijuana Account	Φ	35,489				
20	Total	¢	25 100				
21	Total	\$	35,489				

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2	North Sound Behavioral Health Administrative Services Organization						
3	Housing and Recov	ery T	hrough Peer	r Se	ervices		
4	Cost Reimb	ourse	ment Budge	t			
5	July 1, 2019 to	o Deo	cember 31, 2	019			
6	San Juan Cou	unty I	Human Servi	ces	5		
7							
8							
9							
10	Revenues						
11							
12	HARPS State Funds	\$	1,715.00				
13							
14	Total	\$	1,715.00				
15							
16							
17	Expenses						
18							
19	HARPS Housing Vouchers	\$	1,715.00				
20							
21	Total	\$	1,715.00				

	А		В	С	D		
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2	North Sound Behavioral Health Administrative Services Organization						
3	Jail Services Program						
4	Cost Reimb	oursem	nent Budge	t			
5	July 1, 2019 to	o Dece	mber 31, 2	019			
6	San Juan Cou	unty Hu	uman Servi	ces	5		
7							
8							
9							
10	Revenues						
11							
12	Jail Service Funding	\$	11,194.05				
13							
14	Total	\$	11,194.05				
15							
16							
17	Expenses						
18							
19	Jail Service	\$	11,194.05				
20							
21	Total	\$	11,194.05				

Intentionally Blank