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

CONTRACT
FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK

WITH

CONSEJO COUNSELING AND REFERRAL SERVICES (CONSEJO)

CONTRACT #NS BH-ASO-CONSEJO-ICN-26

Contract Effective January 1, 2026

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EXHIBITS

Incorporation of Exhibits

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

Incorporation of Exhibits

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

Exhibit A – Schedule of Services

Exhibit B – Compensation Schedule Compensation Schedule | North Sound BH-ASO

Exhibit C – Supplemental Provider Service Guide Supplemental Provider Service Guide | North Sound BH-ASO (nsbhaso.org)

Exhibit D - Provider Deliverables

CONTRACT FOR PARTICIPATION IN THE
NORTH SOUND INTEGRATED CARE NETWORK

THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK CONTRACT (the "Contract"), pursuant to Revised Code of Washington (RCW)Chapter 71.24 and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 71.24, 2021 E College Way, Ste. 101, Mount Vernon, WA 98273 and CONSEJO COUNSELING AND REFERRAL SERVICES, (Provider), a Washington Behavioral Health Agency, 723 SW 10th St., Renton, WA 98057.

I. RECITALS

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

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

WHEREAS, the Operating Agreement provides a means for each County Authority to share in the cost of behavioral health services, for payment of services and for the audit of funds, as provided for in RCW 71.24.100.

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

WHEREAS, North Sound BH-ASO is engaged in the administration of services.

WHEREAS, Provider is engaged in the provision of behavioral health services within Island, San Juan; Skagit, Snohomish and Whatcom Counties (Counties); and

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

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

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

THE PARTIES AGREE AS FOLLOWS:

II. CONTRACT

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

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

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

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

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

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

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

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

ARTICLE ONE – DEFINITIONS

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

1.1 **AGREEMENT**

The Contract for participation in the North Sound ICN entered into between North Sound BH-ASO and Provider, including all attachments and incorporated documents or materials, including this North Sound ICCN Provider Base Contract.

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

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

1.3 **CERTIFIED PEER COUNSELOR**

Certified Peer Counselor (CPC) means a person who meets certification requirements as set forth in WAC 182-115-0200 to engage in the practice of Peer Support Services until December 31, 2026.

1.4 **CONDITIONAL RELEASE**

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

1.5 **CRISIS SERVICES (BEHAVIORAL HEALTH)**

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

and in the least restrictive environment available. Crisis Services may be provided prior to completion of an intake evaluation.

1.6 **CRITICAL INCIDENT**

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

1.7 **CULTURAL HUMILITY**

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

1.8 **CULTURALLY APPROPRIATE CARE**

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

1.9 **DESIGNATED CRISIS RESPONDER**

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

1.10 **EMERGENT CARE**

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

1.11 **FIRST RESPONDERS**

First Responder means persons with specialized training who are among the first to arrive and provide assistance at the scene of an emergency. First responders typically include law enforcement officers, firefighters, medical and hospital emergency rooms, and 911 call centers.

1.12 **GENERAL FUND STATE/FEDERAL BLOCK GRANTS (GFS/FBG)**

General Fund State/Federal Block Grants (GFS/FBGs) means the services provided by the Provider under this Contract and funded by FBG or GFS.

1.13 **HEALTHCARE AUTHORITY (HCA)**

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

1.14 **HEALTH PLAN**

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

1.15 **INDIVIDUAL**

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

1.16 **INVOLUNTARY TREATMENT ACT (ITA)**

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

1.17 **LESS RESTRICTIVE ALTERNATIVE (LRA) TREATMENT ORDER**

Less Restrictive Alternative (LRA) Treatment Order means if a court determines that an Individual committed to an inpatient Facility meets criteria for further treatment but finds that treatment in a less restrictive setting is a more appropriate placement and is in the best interest of the Individual or others, an LRA order may be issued. The LRA order remands the Individual to outpatient treatment by a Behavioral Health service provider in the community who is responsible for monitoring and providing LRA treatment. The Individual must receive at least a minimum set of services and follow the conditions outlined in the LRA order. The length of an LRA order is usually 90 or 180 days but in certain cases can be for up to one year. (RCW 71.05.320). An LRA order may be extended by a court.

1.18 **MANAGED CARE ORGANIZATION (MCO)**

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

1.19 **MEDICALLY NECESSARY SERVICE/MEDICAL NECESSITY**

Medically Necessary Services means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the individual that endanger life, or cause suffering of pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity, or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the individual requesting the service. For the purpose of this section, "course of treatment" may include mere observation or, where appropriate, no medical treatment at all Washington Administrative Code (WAC) 182-500-0070.

1.20 **MEMBER**

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

1.21 **MENTAL HEALTH ADVANCE DIRECTIVE**

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

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

MHBG means those funds granted by the Secretary of the United States Department of Health and Human Services (HHS), through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), to states to establish or expand an organized community-based system for providing mental health services for adults with Serious Mental Illness (SMI) and children who are seriously emotionally disturbed (SED).

1.23 **MENTAL HEALTH CARE PROVIDER**

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

1.24 **NORTH SOUND INTEGRATED CRISIS CARE NETWORK (North Sound ICCN)**

Alliance formed by Participating Providers and North Sound BH-ASO to operate a clinically integrated crisis behavioral health network that will provide behavioral health services in the North Sound RSA. North Sound ICCN is a reference to the network of behavioral health providers contracted with the North Sound BH-ASO, and neither this Agreement

nor any other understanding among participants is intended to create a separate legal entity.

1.25 **PARTICIPATING PROVIDER**

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

1.26 **PAYOR**

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

1.27 **PEER BRIDGER**

Peer Bridger means a trained Peer Support specialist who offers Peer Support services to participants in state hospitals and inpatient mental health facilities prior to discharge and after their return to their communities. The Peer Bridger must be an employee of a behavioral health agency licensed by the Washington State Department of Health (DOH) that provides Recovery services.

1.28 **PROVIDER**

The behavioral health care person(s) or agency contracting under this Agreement, who meets all minimum criteria of North Sound BH-ASO's credentialing plan, including all physicians, clinicians, allied health professionals, and staff persons who provide crisis care services to individuals by or through this Agreement.

1.29 **SECURE WITHDRAWAL MANAGEMENT FACILITY (SWMF)**

Secure Withdrawal Management Facility (SWMF) means a facility operated by either a public or private agency as defined in RCW 71.05.020 that provides evaluation and treatment to individuals detained for Substance Use Disorder (SUD) ITA. This service does not include cost of room and board.

1.30 **STABILIZATION SERVICES**

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

1.31 **STABILIZATION/TRIAGE SERVICES**

Stabilization/Triage Services means services provided in a facility licensed by DOH and certified by DBHR as either Crisis Stabilization Units or Crisis Triage Facilities.

1.32 **SUBSTANCE Prevention, Treatment, and Recovery Services (SUPTRS)**

"Substance Use Prevention, Treatment, and Recovery Services (SUPTRS)" means the federal Substance Use Prevention, Treatment, and Recovery Services block grant program authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act.

1.33 **URGENT BEHAVIORAL HEALTH SITUATION**

Urgent Behavioral Health Situation" means a behavioral health condition that requires attention and assessment within 24-hours, but which does not place the Individual in immediate danger to self or others and the Individual is able to cooperate with treatment.

ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

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

2.1 NETWORK PARTICIPATION

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

2.2 STANDARDS FOR PROVISION OF CARE

2.2.1 Provision of Integrated Services

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

2.2.2 Standard of Care

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

2.2.3 Facilities, Equipment and Personnel

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

2.2.4 **Assignments**

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

2.2.5 **Capacity**

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

2.2.6 **Subcontract Arrangements**

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

2.2.7 **Availability of Services**

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

2.3 **TREATMENT ALTERNATIVES**

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

2.4 **PROMOTIONAL ACTIVITIES**

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

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

Provider shall hold all necessary licenses, certifications, and permits required by law for the performance of services to be provided under this Agreement. Provider shall maintain its licensure and applicable certifications in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement. Provider's loss or suspension of licensure or other applicable certifications, or its exclusion from any federally funded health care program, including Medicare and Medicaid, may constitute cause for immediate termination of this Agreement. Provider warrants and represents

that each employee and subcontractor, who is subject to professional licensing requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure each employee and subcontractor have and maintains in good standing for the term of this Agreement the licenses, permits, registrations, certifications, and any other governmental authorizations to provide such services.

2.6 **INDEPENDENT MEDICAL/CLINICAL JUDGEMENT**

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

2.7 **NON-DISCRIMINATION**

2.7.1 **Enrollment**.

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

2.7.2 **Employment**.

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

2.8 **DATA INFORMATION SYSTEM REQUIREMENTS**

2.8.1 Provider shall:

2.8.1.1 Have a Health Information System (HIS) that complies with the requirements of 42 CFR Part 438.242 and can report complete and accurate data to North Sound BH-ASO as specified in the North Sound BH-ASO P&P;

2.8.1.2 Remedy all data errors within 30 days of receipt of an error report from the North Sound BH-ASO IS;

2.8.1.3 Provide evidence to North Sound BH-ASO, upon request, that error reports have been addressed;

2.8.1.4 Maintain up to date individual contact information in the HIS; and

2.8.1.5 Maintain a written Business Continuity and Disaster Recovery Plan (BCDRP) with an identified update process (at least annually) that ensures timely restoration of the HIS following total or substantial loss of system functionality. A copy of the plan submitted by the Provider through the credentialing process shall be made available upon request for review and audit by North Sound BH-ASO.

2.9 REPORT DELIVERABLE TEMPLATES

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

2.10 CARE COORDINATION

2.10.1 **Coordinate medical services**.

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

2.10.2 **Provision of data and information for purposes of care coordination**.

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

2.11 BEHAVIORAL HEALTH SCREENING AND ASSESSMENT REQUIREMENTS

If Provider provides Behavioral Health Services, Provider shall utilize the Global Appraisal of Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder (COD), Provider shall consider this information in the development of the individual's treatment plan, including appropriate referrals. In addition, Provider shall implement, and maintain throughout the term of this Agreement, the Integrated COD Screening and Assessment process, including training for applicable staff. If Provider fails to implement or maintain this process, upon request of North Sound BH-ASO, Provider shall provide a corrective action plan designed to ensure compliance with the requirements of this Section. Such plan shall allow for monitoring of compliance by North Sound BH-ASO.

2.12 RECORDKEEPING AND CONFIDENTIALITY

2.12.1 Maintaining Individual Medical Record

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

2.12.2 Confidentiality of Individual Health Information

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

2.12.3 Health Information System

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

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

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

2.12.5 Federal Drug and Alcohol Confidentiality Laws

Provider shall comply with 42 CFR Part 2, as applicable. If Provider is a Part 2 program, as defined under 42 CFR §2.11, Provider shall obtain a signed written consent that complies with the requirements of 42 CFR Part 2 from each individual, prior to disclosing the individual's Patient Identifying

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

2.13 INDIVIDUAL'S COPAYMENTS, COINSURANCE AND DEDUCTIBLES

2.13.1 Third-Party Payment

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

2.13.2 Medicaid enrollment

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

2.13.3 Individual financial obligation

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

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

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

2.14 CLIENT HOLD HARMLESS

2.14.1 Provider hereby agrees that in no event, including, but not limited to nonpayment by North Sound BH-ASO, North Sound BH-ASO insolvency, or breach of this contract will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a client or person acting on their behalf, other than North Sound BH-

ASO, for services provided pursuant to this Contract. This provision does not prohibit collection of deductibles, copayments, coinsurance and/or payment for noncovered services, which have not otherwise been paid by a primary or secondary issuer in accordance with regulatory standards for coordination of benefits, from individuals in accordance with the terms of the individual's health plan.

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

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

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

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

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

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

2.15 PROGRAM PARTICIPATION

2.15.1 Participation in Grievance Program

Provider shall implement a Grievance Program that complies with WAC 182-538C110 or its successors and shall participate in North Sound BH-ASO's Grievance Program and cooperate in identifying, processing, and promptly resolving all individual complaints, grievances, or inquiries.

2.15.2 Participation in Quality Improvement Program

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

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

2.16 NOTICES

2.16.1 Critical Incident Reporting

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

2.16.2 Notice of sites/services change

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

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

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

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

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

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

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

2.16.3 **Termination of Services**

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

2.16.4 **Reporting Fraud**

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

2.17 PARTICIPATION IN CREDENTIALING

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

2.18 PROVIDER TRAINING AND EDUCATION

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

2.18.1 Exception to required training

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

2.18.2 Safety and violence-prevention training

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

2.18.3 Cultural humility training

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

2.18.4 Health Education/Training

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

2.18.5 Provider Non-Solicitation

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

ARTICLE THREE – NORTH SOUND BH-ASO OBLIGATIONS

3.1 ADMINISTRATIVE SUPPORT

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

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

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

3.1.3 Developing and implementing Participating Provider practice protocols and supports;

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

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

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

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

3.2 CONTINUUM OF BEHAVIORAL HEALTH CARE

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

3.3 COLLECTION OF SERVICE ENCOUNTERS

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

3.4 PAYMENT

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

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

3.5 SUBMISSION OF CLAIMS

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

3.5.1 **Clean Claims Standards**

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

3.5.2 **Clean Claim – Definition**

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

3.6 **COORDINATION**

North Sound BH-ASO shall be responsible for coordinating with Participating Providers to meet the obligations identified in this Agreement.

ARTICLE FOUR - TERM AND TERMINATION

4.1 TERM

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

4.2 TERMINATION WITHOUT CAUSE

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

4.3 TERMINATION WITH CAUSE

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

4.4 IMMEDIATE TERMINATION

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

4.5 TERMINATION DUE TO CHANGE IN FUNDING

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

4.5.1 TERMINATION PROCEDURE

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

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

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

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

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

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

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

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

4.6 **TERMINATION NOTIFICATION TO INDIVIDUALS**

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

ARTICLE FIVE - FINANCIAL TERMS AND CONDITIONS

5.1 GENERAL FISCAL ASSURANCES

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

5.2 FINANCIAL ACCOUNTING REQUIREMENTS

Provider shall:

5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting the public behavioral health system operated by Provider. Administration costs shall be measured on a fiscal year basis and based on the information reported in the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.

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

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

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

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

5.2.5.1 **Financial Reporting**

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

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

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

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

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

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

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

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

ARTICLE SIX - OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

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

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

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

6.2 REMEDIAL ACTION

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

6.2.1 CAP must include:

6.2.1.1 A brief description of the findings; and

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

6.2.2 CAP may:

Require modification of any P&P's by Provider relating to the fulfillment of its obligations pursuant to this Contract.

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

6.2.3.1 Accept the plan as submitted;
6.2.3.2 Accept the plan with specified modifications;
6.2.3.3 Request a modified plan; or
6.2.3.4 Reject the plan.

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

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

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

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

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

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

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

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

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

6.2.5.3 Revoke delegation of any function delegated under this contract.

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

6.2.5.5 Termination for Default, as outlined in this Contract.

6.3 **NOTICE REQUIREMENTS**

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

ARTICLE SEVEN - GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

7.1 BACKGROUND

North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan, Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the Director of HCA (Director). These counties entered into an inter-local agreement to allow North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(18), to operate a single managed system of services for persons with behavioral illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area). North Sound BH-ASO is party to an interagency agreement with the Director, pursuant to which North Sound BH-ASO has agreed to provide integrated community support, crisis response services to people needing such services in its Service Area. North Sound BH-ASO, through this Contract, is subcontracting with Provider for the provision of specific behavioral health services as required by the agreement with the Director. Provider, by signing this Contract, attests it is willing and able to provide such services in the Service Area.

7.2 MUTUAL COMMITMENTS

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

7.3 ASSIGNMENT

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

7.4 AUTHORITY

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

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

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

7.5.1 Title XIX and Title XXI of the Social Security Act (SSA) and Title 42 CFR;

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

7.5.3 Americans with Disabilities Act (ADA) of 1990;

7.5.4 Title VI of the Civil Rights Act of 1964;

7.5.5 Age Discrimination Act of 1975;

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

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

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

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

7.5.10 Those specified in RCW Title 18 for professional licensing;

7.5.11 Reporting of abuse as required by RCW 26.44.030;

7.5.12 Industrial insurance coverage as required by RCW Title 51;

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

7.5.14 WAC 246-341 and 388-865;

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

7.5.16 HCA/MCO Quality Strategy;

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

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

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

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

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

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

7.5.23 Federal and State non-discrimination laws and regulations;

7.5.24 HIPAA (45 CFR parts 160-164);

7.5.25 Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;

7.5.26 HCA-CIS Data Dictionary and its successors;

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

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

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

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

7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE

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

7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

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

7.8 **CONTRACT PERFORMANCE/ENFORCEMENT**

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

7.9 **COOPERATION**

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

7.10 **DEBARMENT CERTIFICATION**

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

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

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

7.11 **EXCLUDED PARTIES**

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

Provider shall monitor for excluded individuals and entities by:

7.11.1 Screening Provider and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or

entity would benefit directly or indirectly from funds received under this Contract.

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

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

Report to North Sound BH-ASO:

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

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

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

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

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

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

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

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

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

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

An individual or entity is considered to have an ownership or control interest if they have

direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a general manager, business manager, administrator, or director) who exercises operational or managerial control or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

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

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

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

7.13 **EXECUTION, AMENDMENT AND WAIVER**

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

7.14 **HEADINGS AND CAPTIONS**

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

7.15 **INDEMNIFICATION**

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

non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Contract.

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

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

7.17 **INSURANCE**

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

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

7.18 **INTEGRATION**

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

7.19 **MAINTENANCE OF RECORDS**

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

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

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

7.20 **NOTICE OF AMENDMENT**

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

7.21 **NO WAIVER OF RIGHTS**

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

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

7.22 **ONGOING SERVICES**

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

7.23 **ORGANIZATIONAL CHANGES**

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

7.24 **OVERPAYMENTS**

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

7.25 **OWNERSHIP OF MATERIALS**

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

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

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

7.26 **PERFORMANCE**

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

7.27 **RESOLUTION OF DISPUTES**

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

7.28 **SEVERABILITY AND CONFORMITY**

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

7.29 **SINGLE AUDIT ACT**

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

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

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

7.30 SUBCONTRACTS

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

7.30.1 The Provider shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of North Sound BH-ASO Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.

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

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

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

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

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

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

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

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

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

Those written subcontracts shall:

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

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

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

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

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

7.31 **SURVIVABILITY**

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

7.32 **TREATMENT OF INDIVIDUAL'S PROPERTY**

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

7.33 **WARRANTIES**

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

7.34 **CONTRACT CERTIFICATION**

By signing this Contract, the Provider certifies that in addition to agreeing to the terms and conditions provided herein, the Provider certifies that it has read and understands the

contracting requirements and agrees to comply with all of the contract terms and conditions detailed on this contract and exhibits incorporated herein by reference.

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

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

The Program Administrator for Consejo Counseling and Referral Services is:

Mario Paredes, Executive Director
Consejo Counseling and Referral Services, Headquarters
723 SW 10th Street
Renton, WA 98057

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

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

NORTH SOUND BH-ASO		**CONSEJO COUNSELING AND REFERRAL SERVICES**	
_____		_____	
Lindsay Lopes	Date	Mario Paredes	Date
Deputy Director		Executive Director	

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

EXHIBIT A: SCHEDULE OF SERVICES

PROVIDER: CONSEJO COUNSELING AND REFERRAL SERVICE

CONTRACT: NS BH-ASO-CONSEJO-ICN-26

Identification of Contracted Services

Provider shall provide behavioral health covered crisis services, as indicated in the Contracted Services Grid below, within the scope of Provider's business and practice, in accordance with the Consejo Counseling and Referral Service Base Provider Agreement, North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO) Behavioral Health Policies and Procedures, Supplemental Provider Service Guide, North Sound BH-ASO and Health Care Authority (HCA) standards, the terms, conditions and eligibility outlined in the Contract and/or Exhibits, and the requirements of any applicable government sponsored program.

Contracted Services Grid

Contracted Timeframe	Service	Supplemental Provider Service Guide Reference (click here)
Outpatient Services (Within Available Resources)		
01/01/2026 – 06/30/2027	Mental Health Outpatient and Medication Management	Chapter 19
	Opiate Treatment Program (OTP)	Chapter 19
01/01/2026 – 06/30/2027	Substance Use Disorder Outpatient Benefit	Chapter 19
Evaluation and Treatment (E&T)		
	Sixteen-Bed Evaluation and Treatment Facility Services	Chapter 19

Crisis Services		
	Adult Mobile Rapid Response Crisis Team (MRRCT)	Chapter 18
	Adult Mobile Rapid Response Crisis Team – Endorsed	Chapter 18
	Child/Youth Mobile Rapid Response Crisis Team	Chapter 18
	Child/Youth Mobile Rapid Response Crisis Team – Endorsed	Chapter 18
	Crisis Stabilization	Chapter 18
	Involuntary Treatment Evaluation (ITA)	Chapter 18
	Toll Free Crisis Hotline	Chapter 18
Withdrawal Management Services (Within in Available Resources)		
	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management)	Chapter 19
	Medically Monitored Inpatient Withdrawal Management (formerly Acute Withdrawal Management)	Chapter 19
	Secure Withdrawal Management	Chapter 19
Substance Use Disorder Residential (Within Available Resources)		
	Adult - Intensive Inpatient	Chapter 19
	Adult - Long-Term Care, to include co-occurring residential treatment	Chapter 19
	Adult - Recovery House	Chapter 19
	Pregnant and Parenting Women Residential Treatment	Chapter 19
	Pregnant and Parenting Women Housing Support	Chapter 19
	Youth - Intensive Inpatient	Chapter 19
	Youth – Recovery House	Chapter 19
Crisis Triage (Within Available Resources)		
	Clinical Managed Withdrawal Management	Chapter 19
	Crisis Stabilization	Chapter 19
Legislative Proviso Services (Within Available Resources)		
	Assisted Outpatient Treatment (AOT)	Chapter 19
	Designated Cannabis Account (DCA)	Chapter 19
	Evaluation & Treatment (E&T) Discharge Planners	Chapter 19

	Governor's Housing/Homeless Initiative – Rental Voucher & Bridge Program	Chapter 19
	Homeless Outreach Stabilization Team (HOST)	Chapter 19
	Jail Transition Services	Chapter 19
	Juvenile Treatment Services	Chapter 19
	New Journey First Episode Crisis Teams	Chapter 19
	Program for Assertive Community Treatment (PACT)	Chapter 19
	Proviso 86 – Behavioral Health Housing	Chapter 19
	Recovery Navigator Program	Chapter 19
	Trueblood Misdemeanor Diversion	Chapter 19
Federal Block Grant		
	Co-Responder Outreach Program	Chapter 19
	Housing and Recovery through Peer Services (HARPS) - Subsidies	Chapter 19
	Housing and Recovery through Peer Services (HARPS) – Team (Whatcom & Skagit Counties)	Chapter 19
	Opiate Outreach	Chapter 19
	Peer Bridgers	Chapter 19
	Peer Pathfinder Homeless Outreach	Chapter 19
	Pregnant and Parenting Women (PPW) Housing Support Services	Chapter 19
	Projects for Assistance in Transition of Homelessness (PATH) Teams Services	Chapter 19
Community Behavioral Health Rental Assistance (CBRA)		
	Department of Commerce – CBRA	Chapter 19

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

EXHIBIT B: COMPENSATION SCHEDULE

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

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

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

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

*Refer to Provider Contract for specific budget allocation.

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

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

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

The following services are paid based on cost reimbursement.

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

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

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

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EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: CONSEJO COUNSELING AND REFERRAL SERVICE

CONTRACT: NS BH-ASO-CONSEJO-ICN-26

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

Identification of Deliverables

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

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