

 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<b>BHO PROGRAM AGREEMENT</b> <b>STR PATHFINDER PROJECT WITH</b> <b>COMPASS</b>	DSHS Agreement Number: 1769-97716
This BHO Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued in conjunction with the DSHS and BHO Agreement on General Terms and Conditions (GT&C), which is incorporated by reference.		BHO GT&C Contract Number: 1684-56867 Contractor Contract Number:
<b>CONTRACTOR NAME</b> North Sound Behavioral Health Organization, LLC		<b>CONTRACTOR doing business as (DBA)</b> North Sound Behavioral Health Organization
<b>CONTRACTOR ADDRESS</b> 301 Valley Mall Way Ste 110 Mount Vernon, WA 98273-5462		<b>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</b> 603-583-336 <b>DSHS INDEX NUMBER</b> 1553
<b>CONTRACTOR CONTACT</b> Joe Valentine	<b>CONTRACTOR TELEPHONE</b> (360) 416-7013	<b>CONTRACTOR E-MAIL ADDRESS</b> joe_valentine@northsoundbho.org
<b>DSHS ADMINISTRATION</b> Behavioral Health Administration	<b>DSHS DIVISION</b> Division of Behavioral Health and Recovery	<b>DSHS CONTRACT CODE</b> 1690LC-69
<b>DSHS CONTACT NAME AND TITLE</b> Melodie Pazolt Program Administrator		<b>DSHS CONTACT ADDRESS</b> 4500 10th Avenue SE Lacey, WA 98503
<b>DSHS CONTACT TELEPHONE</b> (360)725-0487	<b>DSHS CONTACT FAX</b> (360)725-2278	<b>DSHS CONTACT E-MAIL ADDRESS</b> melodie.pazolt@dshs.wa.gov
<b>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</b> Yes		<b>CFDA NUMBER(S)</b> 93.788
<b>AGREEMENT START DATE</b> 07/15/2017	<b>AGREEMENT END DATE</b> 04/30/2018	<b>MAXIMUM AGREEMENT AMOUNT</b> \$115,844.00
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input checked="" type="checkbox"/> <b>Exhibits (specify):</b>		
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b> Joe Valentine, Executive Director	<b>DATE SIGNED</b>
<b>DSHS SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b> BHA Contracts	<b>DATE SIGNED</b>

## Special Terms & Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Agreement" means this Agreement and any Exhibits and other documents attached or incorporated by reference.
  - b. "Audit" means a systematic review, or appraisal made to determine whether internal accounting and other control systems provide reasonable assurance of compliance with:
    - (1) Properly conducted financial operations.
    - (2) Fairly and accurately presented financial reports.
    - (3) Applicable laws, regulations, and other grant terms.
    - (4) Economical and efficient management of grant resources.
    - (5) Effective achievement of desired results and objectives.
  - c. "BHO" or "Behavioral Health Organization" means any county authority or group of county authorities or other entity recognized by the Secretary that provides or contracts for mental health services and substance use disorder treatment services within a defined Regional Service Area.
  - d. "Behavioral Health Administration" or "BHA" means the Administration within the Washington Department of Social and Health Services with responsibility for mental health and substance use disorder services, and its employees and authorized agents.
  - e. "Case Management" for PATHFINDER Clients means:
    - (1) Preparing a plan for the provision of community mental health or co-occurring Substance Use Disorder services to PATHFINDER Eligible Homeless individuals, and reviewing such plan not less than once every 3 months.
    - (2) Providing assistance in obtaining and coordinating social and maintenance services for PATHFINDER Eligible Homeless individuals, including services relating to daily living activities, personal financial planning, transportation, Habilitation and Rehabilitation services, prevocational and vocational services, and Housing Services.
    - (3) Providing assistance to PATHFINDER Eligible Homeless individuals in obtaining income support services, including housing assistance, food stamps, supplemental security, disability income benefits, and veterans' benefits.
    - (4) Referring PATHFINDER Eligible Homeless individuals for other services consistent with the PATH client's needs.
  - f. "Chronic Homelessness" refers to a homeless individual/head of household with a disability who:
    - (1) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; AND
    - (2) Has been homeless and living (in such a place) continuously for at least twelve (12) months OR on a least four (4) separate occasions in the last three (3) years, as long as combined occasions are greater than or equal to twelve (12) months; AND
    - (3) Each break in homelessness equals seven-plus (7+) nights. Facility stays less than ninety (90) days do not constitute a break in homelessness. A homeless individual may be residing/have resided in an institutional care facility for less than ninety (90) days AND met all the above

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criteria before entering the facility. “CFR” means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.

- g. “Contact” means an interaction between a PATHFINDER-funded worker or workers and an individual who is potentially PATHFINDER eligible or enrolled in the STR PATHFINDER Project.
- h. “Continuum of Care” or COC” promotes community-wide commitment to the goal of ending homelessness; provides funding for efforts by nonprofit providers and State and local governments to quickly re-house homeless individuals and families to minimize trauma and dislocation; promotes access to and effective utilization of mainstream programs; and optimizes self-sufficiency among individuals and families experiencing homelessness.
- i. “Coordinated Entry” or “CE” means the promotion for community-wide commitment to the goal of ending homelessness; provides funding for efforts by nonprofit providers and State and local governments to quickly re-house homeless individuals and families to minimize trauma and dislocation; promotes access to and effective utilization of mainstream programs; and optimizes self-sufficiency among individuals and families experiencing homelessness.
- j. “Co-Occurring” or “Co-Occurring Serious Mental Illness and Substance Use Disorder” means an individual’s Serious Mental Illness and Substance Use Disorder can be diagnosed independently of one another.
- k. “DBHR” means the DSHS Behavioral Health Administration, Division of Behavioral Health and Recovery, and its employees and authorized agents.
- l. “DSHS” means the Department of Social and Health Services of the state of Washington..
- m. “Enrolled PATHFINDER Client” means an individual who has been determined to meet the PATHFINDER eligibility criteria, for whom a formal record has been prepared, and who is receiving services under PATHFINDER Funds.
- n. “Habilitation and Rehabilitation” means teaching PATHFINDER Enrolled Clients new skills or assisting PATH Enrolled Clients to re-learn skills they once had but lost as the result of Opiate addiction.
- o. “HMIS” means the “Homeless Management Information System” managed by the local continuum of care or the Balance of State homeless system managed by Washington state Department of Commerce. As mandated by the Homelessness Housing and Assistance Act (RCW 43.185C) , the Washington state Department of Commerce is responsible for operating an HMIS for counties that do not operate their own compliant system.
- p. “Homeless” means homeless or at Imminent Risk of becoming homeless, lacking fixed, regular and adequate night-time residence, or having a primary night-time residence that is:
  - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations.
  - (2) An institution that provides a temporary residence for individuals.
  - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

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- q. "Housing Services" means provision or assistance with:
  - (1) Plans for housing.
  - (2) Applying for housing assistance.
  - (3) Improving the coordination of housing services.
  - (4) Costs associated with matching PATHFINDER Eligible Homeless individuals with appropriate housing situations.
- r. "Imminent Risk" or "At Risk" of becoming Homeless means:
  - (1) Having a recent history of homelessness.
  - (2) Having a doubled-up living arrangement or temporary or inadequate housing where the individual's name is not on the lease.
  - (3) Having received an eviction notice without a fixed, adequate night-time residence to which to move.
  - (4) Being discharged from a health care or criminal justice facility without a place to live.
- s. "MAT" means Medication Assisted Treatment using FDA-approved medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproprietary formulations, naltrexone products including extended-release and oral formulations or implantable buprenorphine) in combination with psychosocial interventions.
- t. "Opioid Use Disorder" or "OUD" means individuals with unmet treatment needs including addiction to prescription opioids as well as illicit drugs such as heroin
- u. "Outreach" means face-to-face contact provided in an effort to identify PATH Eligible Clients. Outreach may include finding and contacting potential PATH Eligible Clients who have come into a social service program, such as a drop-in center.
- v. "PATH" means Projects for Assistance in Transition from Homelessness.
- w. "PATHFINDER" means a specific grant funded pilot under the State Targeted Response to the Opioid Crisis Grants (STR grant).
- x. "PATHFINDER Eligible" means an adult (age 18 or over) individuals with Opioid Use Disorders (OUD), individuals with OUD reentering into the community from juvenile and adult correctional facilities, homeless with OUD, individuals with OUD living in rural/frontier communities, and tribal communities. Individuals with OUD who are at risk of overdose.
- y. "Peer" means a person who uses his or her lived experience of recovery from mental illness and/or addiction, plus skills learned in formal training, to deliver services in behavioral health settings to promote mind-body recovery and resilience (SAMHSA)
- z. "Prepaid Inpatient Health Plan" or "PIHP" means an entity that;
  - (1) Provides medical services to enrollees under contract with the State agency, and on the basis of

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prepaid capitation payments, or other payment arrangements that do not use State plan payment rates;

(2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and

(3) Does not have a comprehensive risk contract.

aa. "RSA" or "Regional Service Area" means a geographic area established by DSHS and the Health Care Authority. The Contractor provides mental health services and substance use disorder treatment services within this area

bb. "SAMHSA" means the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

cc. "CMHS" means Center for Mental Health Services

dd. "CSAT" means Center for Substance Abuse Treatment

ee. "Screening and Diagnostic" means a determination of need for services from either an assessment by a paraprofessional, or a formal diagnosis by a mental health professional.

ff. "Secretary" means the person who is appointed to lead the Washington Department of Social and Health Services.

gg. "Serious Mental Illness" or "Mental Illness" means an adult (age 18 or over) individual who appears to have or has been determined to have a diagnosable and persistent mental or emotional impairment that seriously limits the individual's major life activities and/or ability to live independently.

hh. "State Targeted Response" or "STR" is a statewide effort to address the opioid epidemic through increased access to prevention, treatment, and recovery services.

ii. "Substance Use Disorder" or "SUD" means a diagnosable and persistent substance related disorder that seriously limits the individual's major life activities and/or ability to live independently.

**2. Purpose.** The purpose of this Agreement is for the Contractor to implement the PATHFINDER PEER projects. The PATHFINDER Peer Project will build on the already established DBHR Projects for Assistance in Transition from Homelessness (PATH) program to provide SUD peers recovery support in two environments, emergency rooms and homeless encampments. The project will link the individuals to needed MAT services and assist in navigating systems and addressing barriers to independence and recovery.

**3. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. The Contractor will ensure the PATHFINDER Peer project meets the following goals:

(1) Goal 1: Conduct outreach and establish connections with local emergency rooms:  
PATHFINDER teams will coordinate and expand systems of care for individuals that are opioid addicted and experiencing an overdose crisis while presenting at the emergency room.  
PATHFINDER teams will establish partnerships and Memoranda of Understanding (MOU) between recovery support providers and emergency departments to assist individuals in an opioid crisis.

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- (2) Conduct outreach to individuals in locations that are not meant for habitation: Existing PATH Teams will add 2 FTE SUD Peer Staff to create the PATHFINDER outreach teams. PATHFINDER teams will coordinate and expand systems of care for the most vulnerable segment of our homeless population: those that are opioid addicted. PATHFINDER teams will conduct outreach in partnership with local Homeless Continuum of Care organizations to link individuals to housing, services, treatment and resources.
- (3) Connect to mainstream resources: PATHFINDER staff will target individuals with suspected opioid addictions and assist individuals with substance use disorders navigate the Medicaid application process. PATHFINDER staff will undertake training as a 'Volunteer Assister'. Community partners affiliated with a community-based organization in Washington State are offered the opportunity to complete training on eligibility criteria for Apple Health (Medicaid) coverage and how to navigate in the Healthplanfinder application web portal. After completing this training PATHFINDER Staff will then apply for "volunteer" access in Healthplanfinder and will track the application through the approval process and work to ensure individuals obtain the health care coverage needed for treatment and services.
- (4) Connect with OUD Treatment: Connecting with treatment (including MAT) starts with identifying individuals in need, screening for appropriateness to services, developing rapport and trust while offering support, and assisting with immediate and basic needs. DBHR funds substance use services in each region and within most of the State's 29 federally recognized Tribes. Chemical dependency treatment options and referrals are based upon a client's assessment, diagnosis, and use of American Society of Addiction Medicine (ASAM) Patient Placement Criteria. PATHFINDER staff will screen for behavioral health issues, and provide a 'warm hand-off' in assisting individuals who choose to access behavioral health services through the Pre-Paid Inpatient Health Plan (PIHP) system, or through the Apple Health benefits.

- b. **PROJECT OUTCOME GOALS:** The Contractor will assure services work toward the following project outcomes (Statewide):

	Outreach & Engagement Contacts	Housed	Achieve 6 month housing retention	Enrolled in Medicaid	Employed	Number of people who are referred to Opioid Use Disorder (OUD) Treatment	Number of people who receive Opioid Use Disorder (OUD) Treatment
First 4 months	50	5	NA	1	0	10	5
First 6 months	75	20	NA	10	5	20	10
Year 1 Total	200	50	35	20	10	40	20

- 4. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$115,844, including any and all expenses, and shall be based on upon receipt and acceptance of reports and documents established in the Performance and

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Payment Chart, below. If performance does not meet that required under the Performance and Payment Chart, payment may be earned after receipt and approval by the DBHR Contract Manager of a corrective action plan that clearly and satisfactorily describes how and when performance will be met.

<b>Performance and Payment Chart</b>				
<b>Goal #</b>	<b>Task</b>	<b>Due Date</b>	<b>Performance Measure</b>	<b>Payment</b>
1	Hire two FTE that meet SAMHSA's definition of SUD Peer.	8/31/17	Provide resumes/applications of the individuals hired.	1 payment of \$7,000 with approved resumes/applications
2	SUD peers obtain Peer Training/Certification from DBHR within 6 months of hire	6 months after hire date	Provide copies of certification letter	1 payment of \$3,000 for submitted certification letters for 2 FTE SUD peers
3	Quarterly report on the Peer Pathfinder implementation to document the steps, successes and lessons learned in the 1st year of project. Funding will be prorated for any unfilled positions. A report template will be provided by DBHR	Due by the 20th of the month following quarter.	Receipt of Quarterly Report submitted and approved identifying training provided to SUD Peers, coordination with emergency departments, CoCs etc.	3 reports @\$4,600 totaling \$13,800 for this goal
4	Develop a Memorandum of Understanding to embed a SUD Peer within the local emergency room.		Submit a copy of signed MOU	1 payment of \$6,544 for submitted signed MOU by Emergency Department and PATHFINDER project
5	Provide outreach and engagement services to individuals who are homeless/at risk of homelessness and suspected of OUD. Funding will be prorated for any unfilled positions	Due by the 20th of each month	Receipt of a monthly HMIS performance report indicating the number of individuals contacted through outreach efforts, provided to individuals. Payment will be prorated for FTEs	9 reports @ \$3,500 each totaling \$31,500 for this goal
6	Assist participants to obtain housing through referrals to coordinated entry and/or other housing resources.	Due by the 20th of each month	Receipt of a monthly HMIS performance report indicating the number of individuals referred to housing and	9 reports @ \$4,000 each totaling \$36,000 for this goal

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	Funding will be prorated for any unfilled positions		the number of individuals who attained housing through a successful referral. Payment will be prorated for FTEs	
7	Monthly report of the individuals who are connected with opioid use disorder treatment and the number of individuals who attain treatment. Funding will be prorated for any unfilled positions. Monthly Excel report template will be provided by DBHR.	Due by the 20th of each month	Receipt of Monthly Excel Report that contains a snapshot caseload of the individuals served and referred to treatment and the number of individuals who attain treatment.	9 reports @ \$1,000 each totaling \$9,000 for this goal
8	Monthly report of the unduplicated number of individuals who obtain Medicaid coverage. Funding will be prorated for any unfilled positions. Monthly Excel report template will be provided by DBHR.	Due by the 20th of each month	Receipt of Monthly Excel Report that contains a snapshot caseload of individuals served who obtain Medicaid through in-person assistor efforts.	9 reports at \$1,000 each totaling \$9,000 for this goal
	Total			\$115,844

**5. SAMHSA Award Terms.**

- a. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 CFR 74.36 and 45 CFR 92.34 and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from



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any copyrightable work developed under this grant must be used as program income.

- f. Program income accrued under the award must be accounted for in accordance with 45 CFR 74.24 or 945 CFR 92.25 as applicable. Program income must be reported on the Financial Status Report, standard form 269 (long form).
- g. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB circulars A-102 and A-110.
- h. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- i. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- j. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant 1H79SM060196-01 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- k. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

**7. Subcontractor Monitoring.** The Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:

- a. Copy of the proposed subcontract to ensure it meets all DSHS requirements; or
- b. Copy of the contractor's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
- c. Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.
- d. The Contractor shall submit, within fourteen (14) calendar days, copies of any review reports of approved sub-contractors who conduct PATH activities and any documentation related to monitoring, especially in the event that corrective action is indicated or imposed.

**8. Billing and Payment.**

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or

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such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to: BHA/CD-MH, PO Box 45600, by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.

- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the Division of Rates and Finance of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Agreement. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

### 9. Data

Contractor shall comply with data collection and submission requirements applicable to awardees of STR funding. All awardees of the STR funding must comply with SAMHSA reporting requirements in collaboration with the DSHS Division of Research and Data Analysis (RDA). RDA is currently working with SAMHSA to identify the specific reporting requirements for awardees. RDA will coordinate data collection efforts, but awardees will be responsible for collecting and transmitting patient data on a regular basis. This grant does **not** require the Government Performance and Results Act (GPRA) 6-month follow-up interviews of patients, but it may require detailed information on patient characteristics and services received.