

**NORTH SOUND
BEHAVIORAL HEALTH ORGANIZATION**

INTERAGENCY AGREEMENT

WITH

WHATCOM COUNTY

CONTRACT #NORTH SOUND BHO-WHATCOM-ADMIN-18

JANUARY 1, 2018 TO DECEMBER 31, 2018

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1 **INTERAGENCY AGREEMENT**

2
3
4 THIS INTERAGENCY AGREEMENT (the "Agreement"), pursuant to RCW Chapter 71.24 and all relevant and
5 associated statutes, as amended, is made and entered into by and between the NORTH SOUND REGIONAL
6 SUPPORT NETWORK, dba THE NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC (North Sound
7 BHO), 301 Valley Mall Way, Suite 110, Mt. Vernon, WA 98273, and WHATCOM COUNTY (Contractor), 509
8 Girard Street 37, Bellingham, WA 98225.

9
10 This Agreement incorporates the Exhibits to the Agreement and other documents incorporated by
11 reference.

12
13 The effective date of this Agreement is January 1, 2018, through December 31, 2018.

14
15 **A. DEFINITIONS**

16 As used anywhere within this Agreement or Attachments, the following terms have the indicated
17 meanings:

18
19 Access to Care Standards (ACS) means the Division of Behavioral Health and Recovery (DBHR) Minimum
20 Eligibility Requirements for Medicaid Adults & Medicaid Older Adults Guidelines reflect the most
21 restrictive eligibility criteria that can be applied. North Sound BHO may expand coverage based on
22 availability of local resources.

23
24 Accountability means responsibility of Contractor for achieving defined outcomes, goals, and contract
25 obligations.

26
27 Act is the Social Security Act.

28
29 Administrative costs mean costs for the general operation of the public behavioral health system. These
30 activities cannot be identified with a specific direct or direct services support function.

31
32 Advance Directive means a written instruction, such as a living will or durable power of attorney for health
33 care, recognized under State law (whether statutory or as recognized by the courts of the State), relating
34 to the provision of health care (including behavioral health care) when the individual is incapacitated.

35
36 Aging and Long-Term Support Administration (AL TSA) means the Department of Social and Health Services
37 (DSHS) governing public health care, behavioral health care and substance abuse services (SUD) and its
38 employees and authorized agents.

39
40 Agreement means this Agreement, including all documents attached or incorporated by reference.

41
42 Allied Systems means State or local services which provide individuals with assistance to reduce the
43 impact of disabilities, functional impairments, or skill deficits, and which promote stable community living.

1 Annual revenue means all revenue received by Contractor pursuant to the contract for January of any year
2 through December of the next year.
3

4 Arbitration: means the process by which the parties to a dispute submit their differences to the judgment
5 of an impartial person or group appointed by mutual consent or statutory provision.
6

7 Assessment means a process, which provides sufficient information to determine medical necessity for
8 behavioral health services covered under this Agreement.
9

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

13 Behavioral Health Organization (BHO) means a county authority or group of county authorities or
14 other entity recognized by the Secretary that contracts for behavioral health services, SUD treatment
15 services within a defined Regional Service Area, doing business as (dba) North Sound BHO.
16

17 Behavioral Health Professional (BHP) means as defined in RCW 71.34.020(13) for children and RCW
18 71.05.020(12) for adults (WAC 388-865-0150).
19

20 BHO Advisory Board means the behavioral health advisory board appointed by each BHO, which
21 reviews and provides comments on plans and policies related to service delivery and outcomes. The
22 BHO must promote active engagement with persons with behavioral disorders, their families and
23 service providers by soliciting and using their input to improve its services and appoints a BHO
24 Advisory Board to fulfill this purpose.
25

26 Benefit Period means the period of service authorization, typically a one (1) year period. The individual
27 may be open (actively receiving services) or closed during this period of time.
28

29 Centennial Accord means an agreement dated August 4, 1989, between federally recognized Indian Tribes
30 in Washington and the State of Washington. The Accord provides a framework for government-to-
31 government relationship and implementation procedures to ensure execution of that relationship.
32

33 Chemical Dependency Professional (CDP) means an individual licensed through the Washington State
34 Department of Health (DOH). A CDP is the individual with primary responsibility for implementing an
35 individualized plan for SUD treatment services.
36

37 Chemical Dependency Professional Trainee (CDPT) means an individual working toward the education and
38 experience requirements for certification as a CDP and who has been credentialed as a CDPT.
39

40 Child means a person under the age of 18 years. For persons eligible for the Medicaid program, child
41 means a person who is under the age of 21 years.
42

1 Code of Federal Regulations (CFR) means all references in the Agreement to CFR chapters or sections shall
2 include any successor, amended, or replacement regulation.

3
4 Complaint means a verbal or written statement by an individual or enrollee that expresses dissatisfaction
5 with some aspect of services covered under this Agreement, the Primary Care Provider, or Contractor.
6

7 Coordinated Quality Improvement Program (CQIP) Health care institutions and medical facilities,
8 other than hospitals, that are licensed by the department, professional societies, or organizations,
9 health care service Contractors, health maintenance organizations, health carriers approved pursuant
10 to RCW Chapter 48.43, and any other person or entity providing health care coverage under RCW
11 Chapter 48.42 that is subject to the jurisdiction and regulation of any state agency or any subdivision
12 thereof may maintain a CQIP for the improvement of the quality of health care services rendered to
13 patients and the identification and prevention of medical malpractice as set forth in RCW 70.41.200.
14

15 Corrective Action/Compliance Review means when findings from a North Sound BHO/DBHR review or
16 other monitoring efforts or audits show there are apparent violations of this Agreement, Contractor shall
17 implement corrective action within specified timeframes determined by North Sound
18 BHO/DBHR/Department's other auditors.
19

20 Corrective Action Plan (CAP) means a written plan specifying what Contractor is required to do to be in
21 compliance. This includes required improvements and a timeline for such action(s) to be accomplished.
22

23 Crisis means crisis may be self-defined or a situation where an individual is acutely mentally ill or
24 experiencing serious disruption in cognitive, volitional, psychosocial/neurophysiological functioning.
25

26 Crisis Intervention means intervention activities of duration less than 24 hours (with a 24-hour period) to
27 stabilize an individual in a psychiatric emergency (Health Care Procedural Coding System [HCPCS]
28 procedure codes).
29

30 Crisis Services means face-to-face evaluation and treatment of behavioral health emergencies and crises
31 to non-enrolled, as well as, enrolled individuals experiencing a crisis as defined by the WAC. Crisis services
32 shall be available on a 24-hour basis with the goal of stabilizing the individual in crisis and providing
33 immediate or short-term treatment and support in the least restrictive environment available. Crisis
34 services may be provided prior to an intake evaluation/assessment.
35

36 Crisis Stabilization Services means services provided to individuals who are experiencing a behavioral
37 health emergency or crisis. This service is provided through telephone/face-to-face in-vivo services.
38

39 Cross-System Team meetings and consultations means participation and involvement with systems
40 beyond the behavioral health system, who are also providing behavioral health services (i.e., Division
41 of Child and Family Services (DCFSS), Developmental Disabilities Administration (DDA), Juvenile
42 Rehabilitation Administration (JRA), Department of Corrections (DOC), schools, etc.), to ensure
43 communication, and integrated, coordinated treatment planning and provision.
44

1 Cultural Competency is a set of congruent behaviors, attitudes and policies that come together in a system
2 or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally
3 competent system of care acknowledges and incorporates at all levels the importance of language and
4 culture, cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally
5 unique needs (WAC 388-865-0150).

6
7 The ability to serve individuals with mental illness of all ages, all ethnic groups (including American
8 Indians) and who identify as a sexual minority, in a manner which is responsive to their age and unique
9 cultural background.

10
11 Delegation Plan means a document or an identified set of documents that show the Contractor's
12 compliance with the Subcontracts Section of this Agreement.

13
14 Disaster Outreach is persons contacted in their place of residence or in non-traditional settings for the
15 purpose of:

- 16
17 1. Assessing their behavioral health or social functioning following a disaster; or
18 2. Increasing their utilization of human services and resources.

19
20 There are two (2) basic approaches to outreach:

- 21
22 1. Mobile (ongoing to person to person); and
23 2. Community settings (e.g., temporary shelters, disaster assistance sites, disaster information
24 forums).

25
26 Regardless of the approach, the outreach process has four (4) important components:

- 27
28 1. Locating persons in need of disaster relief services;
29 2. Assessing their needs;
30 3. Engaging or linking persons to an appropriate level of support or disaster relief services; and
31 4. Providing follow-up behavioral health services when clinically indicated.

32
33 Disaster outreach can be performed by trained volunteers, peers/persons hired under a Federal Crisis
34 Counseling Grant. These persons should be trained in disaster outreach, which is different than traditional
35 behavioral health crisis intervention.

36
37 Emergent Care means services provided for a person, that if not provided, would likely result in the need
38 for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave
39 disability according to RCW 71.05.

40
41 Exempt American Indians means Medicaid eligible and non-eligible American Indians as defined by 25 USC
42 1603 that have received an exemption, which permits Medicaid reimbursed services to be delivered by
43 Indian health service programs or tribal clinics.

44

1 Fair Hearing means a Grievance hearing before the Washington State Office of Administrative Hearings.

2
3 Fraud means an intentional deception or misrepresentation made by a person with the knowledge that
4 the deception could result in some unauthorized benefit to him or some other person. It includes any act
5 that constitutes fraud under applicable Federal or State law (Medicaid Managed Care Fraud and Abuse
6 Guidelines).

7
8 Geographic Area means North Sound BHO Service Area consisting of the following geographic areas:

- 9
10 1. Island County
11 2. San Juan County
12 3. Skagit County
13 4. Snohomish County
14 5. Whatcom County

15
16 Gravely Disabled as defined in RCW 71.34.020(8) for children, and 71.05.020(1) in the case of adults.

17
18 Grievance means an expression of dissatisfaction about any matter other than the action as “action” is
19 defined above. The term is also used to refer to the overall process that includes grievance and appeals
20 handled at the PIHP level and access to the State Fair Hearing process. Possible subjects for grievances
21 include, but are not limited to: the quality of care or services provided, and aspects of interpersonal
22 relationships, such as, rudeness, or failure to respect the enrollee’s rights.

23
24 Health Insurance Portability and Accountability (HIPAA) Act of 1996

25
26 Indirect Costs are costs incurred for activities other than those that qualify as direct costs. Indirect costs
27 include, but are not limited to: activities, staff, tools, depreciation and equipment, transportation,
28 education or training related to financial, facilities, or data management, quality management, resource
29 management (except for direct costs incurred pursuant to RCW 71.24.025) and RSN/PIHP or subcontractor
30 administration. Indirect costs do not include capital items or unexpended reserves.

31
32 Individual means a person with lived experience who is now or has in the past received behavioral health
33 services.

34
35 Local Funds Eligible for Match are sources of revenue that are eligible to be used as Federal match are
36 broad based taxes at the County or other local taxing authority level that are spent and have been
37 certified by the local authority as public funds for behavioral health services allowable under this
38 Agreement. Funds used for Federal match under this Agreement may not be used as match for any other
39 Federal program. It can be State or local funds that have not been previously matched with Federal funds
40 at any point. Local funds do not include donations. Although State funds (non-Medicaid) can be used for
41 local match, these funds are intended to be used for non-Medicaid services and non-Medicaid individuals
42 and can only be used as match once these obligations are met.

43

1 Management Information System (MIS) means a computer system designed to provide management
2 personnel with up-to-date information on an organization's performance.
3

4 Mental Health Care Provider (MHCP) means the individual with primary responsibility for implementing an
5 individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level
6 education in a related field or A.A. level education with two (2) years' experience in the mental health or
7 related fields.
8

9 North Sound Behavioral Health Organization, LLC (North Sound BHO)
10

11 Ombuds means an individual performing an Ombuds service as defined at WAC 388-865-0250 as existing
12 or hereafter amended.
13

14 Public Funds are State, Federal, or local government funds gained by a taxing authority.
15

16 Regional Support Network (RSN) means a county authority or group of county authorities recognized and
17 certified by the Secretary of DSHS which enter into joint operating agreements to contract with the
18 Secretary pursuant to RCW 71.24 to operate a single managed system of services for persons with mental
19 illness living in the Service Area covered by the county or group of counties. The RSN shall assume all
20 duties assigned to county authorities by RCW 71.24, 71.34, and 71.05.
21

22 Revised Code of Washington (RCW) is all references in the Agreement to RCW chapters or sections shall
23 include any successor, amended, or replacement statute.
24

25 Substance Use Disorder (SUD) means a problematic pattern of alcohol/drug use leading to clinically
26 significant impairment or distress as categorized in the DSM 5.
27

28 Subcontract is any written agreement between Contractor and subcontractor or between Contractor,
29 subcontractor, and another subcontractor to provide services or activities otherwise performed under this
30 Agreement.
31

32 Subcontractor is an individual or entity performing all or part of the services under this Agreement under a
33 separate contract with Contractor or its subcontractors.
34

35 Title 42 is the CFR Public Health Service.
36

37 Title XIX is grants with states for Medical Assistance Program.
38

39 Title XXI is State Children's Health Insurance Program.
40

41 Transition Age Youth is anyone age 17-21.
42

1 Tribal Coordination of Implementation of Service Plan (formerly 7.01 Plan) is North Sound BHO's Board
2 approved plan, which outlines North Sound BHO's commitment to planning and service delivery for
3 American Indian governments and communities (Exhibit A).
4

5 Underserved are persons who are minorities, children, elderly, disabled and low-income (see WAC 388-
6 865-0150).
7

8 Washington Administrative Code (WAC) is all references in the Agreement to WAC chapters or sections
9 shall include any successor, amended, or replacement regulation.
10

11 Waiver is the document by which DSHS/DBHR requests sections of the Social Security Act be waived in
12 order to operate a capitated managed care system to provide services to enrolled recipients. Section
13 1915(b) of the Act, authorizes the Secretary to waive the requirements of sections 1902 of the Act to the
14 extent he/she finds proposed improvements or specified practices in the provision of services under
15 Medicaid to be cost-effective, efficient and consistent with the objectives of the Medicaid program.
16

17 Youth is anyone age 13-17.
18

1 **B. DELEGATED FUNCTIONS**

2 Contractor shall furnish the necessary personnel and services and do all things necessary for the
3 performance of the delegated functions set forth herein as presently written or as may be later
4 amended.
5

6 **1. REGIONAL ADVISORY BOARD (PIHP, BHSC)**

7 Contractor shall appoint individuals with lived experience/advocate representatives to the
8 North Sound BHO Regional Advisory Board in accordance with the Interlocal Agreement
9 forming North Sound BHO, the Prepaid Inpatient Health Plan (PIHP) and State Behavioral
10 Health Contracts (BHSC) and in accordance with WAC 388-865-0222, or any successor.
11

12 Contractor shall appoint individuals with Behavioral Health lived experience (mental
13 health, substance use disorder, and/or co-occurring disorders) through their own
14 experiences and/or their experiences as family members. Contractor shall appoint
15 individuals whose experiences reflect the breadth of experience of individuals affected by
16 Behavioral Health Disorders.
17

18 Contractor shall appoint representatives that reflect the demographic character of the
19 county which shall include, but not be limited to, representatives of individuals, families,
20 and law enforcement. Composition and length of terms of board members may differ
21 between counties. Regional membership shall be comprised of at least 51% individuals
22 with lived experience or family members as defined in WAC 388-865-0222.
23

24 **2. GOVERNING BOARD (PIHP; BHSC)**

25 Member Counties shall establish a Governing Body responsible for oversight of the
26 Regional Support Network in compliance with the Interlocal Agreement and the State PIHP
27 and BHSC Agreements. The Governing Body can be an existing executive or legislative
28 body within a county government. Each member of the Governing Body must be free
29 from conflicts of interest and from any appearance of conflicts of interest between
30 personal, professional and fiduciary interests. Members of the Governing Body must act
31 within the best interests of North Sound BHO, individuals and/or families with lived
32 experiences. Contractor shall participate with North Sound BHO in the development and
33 creation of an LLC and any appropriate policies.
34

35 **3. QUALITY MANAGEMENT SUPPORT (PIHP; BHSC)**

36 Contractor shall invite enrolled and non-enrolled individuals and their families that are
37 representative of the community being served, including all age groups, to participate in
38 planning activities and in the implementation and evaluation of the public behavioral
39 health system. Contractor must be able to demonstrate how this requirement is
40 implemented.
41

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

- 1 a. Contractor’s County Coordinator shall assist North Sound BHO in conducting
2 quality management programs and activities, in accordance with Exhibit A.
3 Activities include regularly participating in North Sound BHO’s Quality
4 Management Oversight Committee and other quality management processes as
5 appropriate, which are designed to allow North Sound BHO to:
6
7 i. Assess the degree to which Behavioral Health Services and planning is
8 driven by and incorporates individual and family voice;
9 ii. Assess the degree to which behavioral health services are age, culturally,
10 and linguistically competent;
11 iii. Assess the degree to which behavioral health services are provided in the
12 least restrictive environment;
13 iv. Assess the degree to which uninterrupted linkages occur that move the
14 individual toward recovery and resiliency;
15 v. Assess the continuity in service linkages and integration with other
16 formal/informal systems and settings; and
17 vi. Assess the strengths and barriers of resource management mechanism,
18 access standards and the utilization management activities.
19
20 b. Quality management activities specified in this Quality Management Support
21 section shall be subject to requirements of North Sound BHO, including
22 requirements to maintain confidentiality of information in accordance with federal
23 and state privacy laws and requirements applicable to North Sound BHO for
24 maintaining protection of confidentiality under its coordinated quality
25 improvement program (CQIP).
26

27 **4. ALLIED SYSTEM COORDINATION (PIHP)**

28 Contractor shall coordinate with North Sound BHO in the following area to ensure
29 individuals in the community are receiving continuity of care.
30

31 Contractor shall develop in collaboration with North Sound BHO a new or update an
32 existing allied system coordination plan with the Criminal Justice (courts, jails, law
33 enforcement, public defender, Department of Corrections [DOC]) and Chemical
34 Dependency and Substance Abuse (CD/SA) service providers in their respective county at
35 least every three (3) years or as requested by North Sound BHO, DSHS or as necessary.
36 The allied system coordination plan must contain all the following elements:
37

- 38 a. Contractor shall work with North Sound BHO to identify the need for local
39 resources, including initiatives to address those needs. This will include a process
40 to evaluate progress in cross-system coordination and integration of services.
41 b. Contractor shall work with North Sound BHO on a process for facilitation of
42 community integration from out-of-home placements, Children’s Long-term
43 inpatient facilities, Juvenile Rehabilitation facilities, foster care, nursing homes and
44 acute inpatient settings for individuals of all ages.

- c. Contractor shall facilitate the Community Treatment Team made up of service providers from the county. This group coordinates services for individuals with behavioral health issues involved in multi-systems.
- d. Contractor shall, when requested, provide information, referral and training to the community in how to access the public behavioral health system.

5. COMMUNITY COORDINATION (BHSC)

Contractor shall coordinate and participate with North Sound BHO in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by North Sound BHO. Contractor shall work with North Sound BHO in the event of a disaster to ensure the following activities are implemented:

- a. Collaborate in the development of the regional transition services plan;
- b. Collaborate in the regional expansion of medication assisted treatment (MAT);
- c. Coordinate with North Sound BHO on community integration for parenting women;
- d. Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration;
- e. Locating persons in need of disaster relief services;
- f. Engaging or linking persons to an appropriate level of support or disaster relief services;
- g. Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs;
- h. Partner in disaster preparedness and response activities with DBHR and other DSHS entities, the State Emergency Management Division, Federal Emergency Management Administration (FEMA), the American Red Cross and other volunteer organizations;
- i. Participation when requested in local and regional disaster planning and preparedness activities; and
- j. Coordination of disaster outreach activities following an event.

6. HOUSING AND RECOVERY THROUGH PEER SUPPORTS (HARPS) HOUSING SUBSIDIES (BHSC EXHIBIT J)

Contractor shall provide time-limited financial assistance to individuals and families who are homeless and in need of short-term assistance to acquire and/or sustain housing. This funding is part of a DBHR grant received by North Sound BHO for housing support services and financial housing assistance. For the purposes of this Agreement, the funding is to be used exclusively for financial assistance to individuals and families who are homeless. No administrative costs may be paid out of the HARPS housing assistance allocation.

- a. The priority population for the housing assistance is as follows:
 - i. Individuals with Behavioral Health Disorders (mental health, SUD and/or COD) who meet Access to Care Standards (ACS), or

- 1 ii. Individuals who experience behavioral health issues and who meet ACS, or
- 2 iii. Individuals who experience substance abuse issues and who do not meet
- 3 ACS.

4

5 b. Who are released from:

6

- 7 i. Psychiatric Inpatient settings, or
 - 8 ii. SUD Treatment Inpatient settings.
- 9

10 c. Who are homeless/at risk of homelessness:

11

12 Broad definition of homeless (couch surfing included).

13

14 d. Allowable expenses for the subsidies:

15

- 16 i. Monthly rent and utilities and any combination of first and last months’
- 17 rent for up to three (3) months. Rent may only be paid one (1) month at a
- 18 time, although rental arrears, pro-rated rent and last month’s may be
- 19 included with the first month’s payment.
- 20 ii. Rental and/or utility arrears for up to three (3) months. Rental and/or
- 21 utility arrears may be paid if the payment enables the household to remain
- 22 in the housing unit for which the arrears are being paid or allows the
- 23 household to move to another unit.
- 24 iii. Security deposits and utility deposits for a household moving into a new
- 25 unit.
- 26 iv. HARPS rental assistance may be used for move-in costs including, but not
- 27 limited to, deposits and first month’s rent associated with housing,
- 28 including project- or tenant-based housing.
- 29 v. Application fees, background and credit check fees for rental housing.
- 30 vi. Lot rent for RV or manufactured home.
- 31 vii. Costs of parking spaces when connected to a unit.
- 32 viii. Landlord incentives (provided there are written policies and/or procedures
- 33 explaining what constitutes landlord incentives, how they are determined
- 34 and who has approval and review responsibilities).
- 35 ix. Reasonable storage costs.
- 36 x. Reasonable moving costs, such as, truck rental and hiring a moving
- 37 company.
- 38 xi. Hotel/Motel expenses for up to 30 days if unsheltered households are
- 39 actively engaged in housing search and no other shelter option is available.
- 40 xii. Temporary absences, if a household must be temporarily away from his or
- 41 her unit, but is expected to return (e.g., participant violates conditions of
- 42 their DOC supervision and is placed in confinement for 30 days or re-
- 43 hospitalized), Contractor may pay for the household’s rent for up to 60
- 44 days.

1 The funding is flexible depending on the specific individual/family situation, with the
2 ultimate goal of procuring placement in permanent housing. The funding may be used in a
3 lump sum or over a period of time in increments.
4

5 The funding is not to be used for Residential Treatment Facilities, Adult Family Homes, or
6 housing that is contingent on treatment compliance.
7

8 Contractor shall accept referrals for housing subsidy from the HARPS team for individuals
9 and families residing in their respective county.
10

11 Contractor shall report monthly on housing subsidies on the HARPS Housing Subsidy
12 template found at the following link:

13 http://nsmha.org/Contracts/Deliverable_Templates/Default.htm
14

15 **7. CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA)**

16 Contractor will continue to establish working relationships with the local CJTA Panel to
17 ensure an active and collaborative working relationship in developing the plan and CJTA
18 requirements as provided by the BHO.
19

20 Contractor shall act as liaison on behalf of the BHO with county drug courts, funding
21 sources and providers.
22

23 Contractor shall host meetings and workgroups as needed to develop an agreed upon
24 local CJTA plan within the state allocation of the designated County CJTA committee
25 members.
26

27 Contractor shall provide the County CJTA biennial plan to the BHO as scheduled.
28

29 Contractor shall promote and sustain successful working relationships between
30 designated Drug Court and CJTA community SUD providers and the County Drug Court
31 personnel to meet the state goals of CJTA, as well as, defined local goals RCW 70.96A.350.
32

33 The plan must:
34

- 35 a. Describe in detail how SUD treatment and support services will be delivered within
36 the region;
- 37 b. Address the CJTA Account Match Requirement by providing a local participation
38 match of all DSHS-provided criminal justice awards;
- 39 c. Include details on special projects, such as, best practices/treatment strategies,
40 significant underserved population(s), or regional endeavors, including the
41 following:
 - 42 i. Describe the project and how it will be consistent with your strategic plan;
 - 43 ii. Describe how the project will enhance treatment services for offenders;
 - 44 iii. Indicate the number of offenders who were served using innovative funds;
45 and
 - 46 iv. Detail the original goals and objectives of the project.
47

1 **C. CONTRACTOR RESPONSIBILITIES**

2 Contractor shall furnish the necessary personnel and services and do all things necessary for the
3 performance of the work set forth herein as presently written or as may be later amended.
4

5 **1. APPOINTMENT OF COUNTY COORDINATOR**

6 Contractor Program Manager will act as or appoint a County Coordinator and the County
7 Coordinator or designee will participate in North Sound BHO County Coordinator
8 meetings, provide regular reports to North Sound BHO Advisory Board on county specific
9 activities, and facilitate delivery of the services required under this section. In addition to
10 those outlined in this section, responsibilities of County Coordinators include regularly
11 participating in ad hoc committees, advising North Sound BHO of county-specific areas of
12 concern or need and participation in disaster response preparedness activities.
13

14 Participate in strategic planning and other ad hoc planning initiatives for resource
15 management and the ongoing evaluation of services provision with recommendations
16 based on results. Provide county data to the BHO for regional and state behavioral health
17 planning/reporting upon request.
18

19 **2. RESOURCE MANAGEMENT SUPPORT**

20 Contractor's County Coordinator shall assist North Sound BHO in conducting resource
21 management. Activities include regular participation in strategic planning and other ad
22 hoc planning initiatives, and the ongoing evaluation of service provision in the county and
23 the provision of recommendations to North Sound BHO based on the results. Coordinate
24 locally funded services with the BHO's publicly-funded core treatment service delivery
25 system to assure coordination of care for County residents where appropriate to meet the
26 behavioral health needs of the residents.
27

28 **3. LOCAL OVERSIGHT COMMITTEE**

29 Contractor and North Sound BHO shall convene this committee a minimum of twice per
30 year with the function and purpose as outlined below:
31

- 32 a. This membership will be broad and include all identified stakeholder groups;
- 33 b. Will be Co-Chaired by North Sound BHO and the County Coordinator or their
34 designee;
- 35 c. Meeting will be facilitated by the County Coordinator or their designee;
- 36 d. Will be scheduled by the County Coordinator, but coordinated with North Sound
37 BHO;
- 38 e. Will be called on an as needed basis, but at least twice per year; and
- 39 f. Will cover the following areas:
 - 40
 - 41 i. Public behavioral health system complaints or concerns;
 - 42 ii. Identifying gaps in the local public behavioral health system, such as; but
43 not limited to outpatient, emergency, or inpatient behavioral health
44 services;

- iii. Designing county specific protocols, which coordinate services with other community resources, county services and alternative systems of care; and
- iv. Provide a venue for community input and cross system networking.

4. COORDINATED QUALITY IMPROVEMENT PROGRAM (CQIP) COMMITTEE

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

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

- a. Membership is limited to North Sound BHO and the county;
- b. Other participants will be limited to those community stakeholders that are/or have been involved with the specific case being reviewed;
- c. Will be Co-Chaired by North Sound North Sound BHO and the County Coordinator or their designee;
- d. Meeting will be facilitated by North Sound BHO;
- e. Will be scheduled by North Sound BHO as requested by the County Coordinator and North Sound BHO, but coordinated with North Sound BHO; and
- f. Will cover the following areas:
 - i. Advise North Sound BHO, County Coordinator, Outpatient and Integrated Crisis Response System (ICRS) management on issues, review of critical incidents, exceptional circumstances and integrated crisis response or outpatient needs that require correcting; and
 - ii. Address contract non-compliance and available remedies including, but not limited to, fiscal penalties.

5. DELIVERABLES

Contractor shall ensure deliverables are submitted in accordance with Exhibit D.

6. BUSINESS ASSOCIATE AGREEMENT

Contractor shall abide by the provisions of North Sound BHO/Whatcom County Business Associates Agreement (Exhibit E).

1 **D. FINANCIAL TERMS AND CONDITIONS**

2
3 **1. GENERAL FISCAL ASSURANCES**

4 Contractor shall comply with all applicable laws and standards, including Generally
5 Accepted Accounting Principles and maintain, at a minimum, a financial management
6 system that is a viable, single, integrated system with sufficient sophistication and
7 capability to effectively and efficiently process, track and manage all fiscal matters and
8 transactions. The parties' respective fiscal obligations and rights set forth in Article D shall
9 continue after termination of this agreement until such time as the financial matters
10 between the parties resulting from this agreement are completed.
11

12 **2. FINANCIAL ACCOUNTING REQUIREMENTS**

13 Contractor shall:

- 14
- 15 a. Establish and maintain operating reserves at prudent levels sufficient to ensure
16 Contractor has the ability to pay for all expenses incurred during this Agreement
17 period, including those whose disposition occurs after the Agreement has been
18 terminated, and to cover the risk of financial loss resulting in the event that the
19 cost of providing services pursuant to this Agreement exceeds the revenues
20 derived therefrom;
 - 21 b. Ensure all funds, including interest earned, provided pursuant to this Agreement
22 are used to support the public behavioral health system within the Service Area;
23 and
 - 24 c. Contractor shall produce annual audited financial statements within 180 days of
25 fiscal year end and make such reports available to North Sound BHO upon request.
26

27 **3. FINANCIAL REPORTING**

28 Contractor shall provide the following reports to North Sound BHO:

- 29
- 30 a. Within 15 days from the effective date of this Agreement, a program-specific
31 budget that demonstrates to North Sound BHO's reasonable satisfaction,
32 compliance with direct service and indirect cost requirements; and
 - 33 b. Report Contractor's revenue and expenditure information to North Sound BHO on
34 a quarterly basis. Reports must comply with the provisions in the BARS
35 Supplemental Instructions for Behavioral Health Services promulgated by the
36 Washington State Auditor's Office. Reports are due within 35 days of the biennial
37 quarter end (December, and June of each year). A final report for 2018 is due
38 February 5, 2019 (applies to all contracts).
39

40 **4. RULES COMPLIANCE**

41 Contractor shall:

- 42
- 43 a. Ensure funds provided to Contractor are used to provide specific administrative
44 services on behalf of North Sound BHO and not used for direct services, except for,
45 funds provided for housing supports;

- b. Submit the amount spent throughout the Service Area on specific items at the request of North Sound BHO, Centers for Medicare and Medicaid Services (CMS), the legislature, or DSHS in the timeframe specified;
- c. Account for public behavioral health expenditures under this Contract in accordance with 2 CFR 200 and State requirements in accordance with BARS Manual and BARS Supplemental Instructions or any successor; and
- d. Ensure State or Federal funds are not used to replace local funds from any source, which were being used to finance behavioral health services in the constituent county/counties in the calendar year prior to January 1, 1990. Contractor shall not use State or Federal funds to replace local funds used to administer the Involuntary Treatment Program in the constituent county/counties in the calendar year prior to January 1, 1974.

5. FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS

The consideration to be paid by North Sound BHO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Exhibit B of this Agreement, for a maximum consideration of \$957,459.00.

- a. The consideration by North Sound BHO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BHO's receipt of payment by DSHS/DBHR.
- b. Payment Methodology: North Sound BHO shall pay to Contractor monthly all allowable and allocable costs incurred as evidenced by proper invoice of Contractor as submitted to the extent those costs do not exceed each funding source maximum as set forth in Exhibit B.
- c. Maximum consideration for this contract shall not exceed \$957,459.00.

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

2
3 **1. OVERSIGHT AUTHORITY**

4 North Sound BHO, DSHS, Office of the State Auditor, the Department of Health and
5 Human Services (DHHS), CMS, the Comptroller General, or any of their duly-authorized
6 representatives (e.g., External Quality Review Organizations), have the authority to
7 conduct announced and unannounced: a) surveys; b) audits; c) reviews of compliance with
8 licensing and certification requirements and compliance with this Agreement; d) audits
9 regarding the quality, appropriateness, and timeliness of behavioral health services of
10 Contractor and subcontractors; and e) audits and inspections of financial records of
11 Contractor and subcontractors. Contractor shall notify North Sound BHO when an entity
12 other than North Sound BHO performs any audit described above related to any activity
13 contained in this Agreement.

14
15 In addition, North Sound BHO will conduct reviews in accordance with its oversight of
16 resource, utilization and quality management, as well as to ensure that Contractor have
17 the clinical, administrative and fiscal structures to enable them to perform in accordance
18 with the terms of the contract. Such reviews may include, but are not limited to
19 encounter data validation, utilization reviews, clinical record reviews, and reviews of
20 administrative structures, fiscal management and contract compliance. Reviews may
21 include desk reviews, requiring Contractor to submit requested information. North Sound
22 BHO will also review activities delegated under this contract to Contractor.

23
24 Contractor shall cooperate with and allow access to North Sound BHO Ombuds to conduct
25 surveys and review activities in accordance with the terms of this contract, in accordance
26 with Exhibit C. Contractor shall cooperate with Skagit County Community Action Agency in
27 resolving any disputes that arise in the provision of Ombuds services.

28
29 Findings as a result of North Sound BHO conducted reviews may result in remedial action
30 as outlined below. Federal and State agencies may impose remedial action or financial
31 penalties either directly upon Contractor or through North Sound BHO. Contractor shall
32 comply with the terms of such remedial action and be responsible for the payment of
33 financial penalties.

34
35 **2. REMEDIAL ACTION**

36 North Sound BHO may require Contractor to plan and execute corrective action.
37 Corrective action plans (CAP) developed by Contractor must be submitted for approval to
38 North Sound BHO within 30 calendar days of notification. CAPs must be provided in a
39 format acceptable to North Sound BHO. North Sound BHO may extend or reduce the time
40 allowed for corrective action depending upon the nature of the situation as determined by
41 North Sound BHO.
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- a. CAPs must include:
 - i. A brief description of the finding; and
 - ii. 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.

 - b. CAPs may:

Require modification of any policies or procedures by Contractor relating to the fulfillment of its obligations pursuant to this Agreement.

 - c. CAPs are subject to approval by North Sound BHO, which may:
 - i. Accept the plan as submitted;
 - ii. Accept the plan with specified modifications;
 - iii. Request a modified plan; or,
 - iv. Reject the plan.

20 Contractor agrees North Sound BHO may initiate remedial action with or without a
21 CAP as outlined in subsection below if North Sound BHO determines any of the
22 following situations exist:

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- i. A problem exists that negatively impacts enrollees;
 - ii. Contractor has failed to perform any of the behavioral health services required in this Agreement, including delegated functions, which includes the failure to maintain the required capacity as specified by North Sound BHO to ensure that enrollees receive medically necessary services;
 - iii. Contractor has failed to develop, produce/deliver to North Sound BHO any of the statements, reports, data, data corrections, accountings, claims/documentation described herein, in compliance with all the provisions of this Agreement;
 - iv. Contractor has failed to perform any administrative function required under this Agreement, 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; or
 - v. Contractor has failed to implement corrective action required by the state and within North Sound BHO prescribed time frames.

40 North Sound BHO may impose any of the following remedial actions in response to
41 findings of situations as outlined above:

- 42
43
44
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46
- i. Withhold one (1%) percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. North Sound BHO, at its sole discretion, may return a portion or, all of, any payments withheld once satisfactory resolution has been achieved;

- ii. Compound withholdings identified above by an additional one-half of one percent for each successive month during which the remedial situation has not been resolved;
- iii. Revoke delegation of any function delegated under this contract;
- iv. Deny any incentive payment to which Contractor might otherwise have been entitled under this Agreement or any other arrangement by which the DBHR provides incentives; or
- v. Termination for Default, as outlined in this Agreement.

3. ADDITIONAL FINANCIAL PENALTIES – DBHR IMPOSED SANCTIONS

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

4. TERMINATION DUE TO CHANGE IN FUNDING

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

5. TERMINATION DUE TO CHANGE IN 1915(B) BEHAVIORAL HEALTH SERVICES WAIVER

In the event changes to the terms of the 1915(b) (Medicaid) Behavioral health Services Waiver render this Agreement invalid in any way after the effective date of this Agreement and prior to its normal completion, North Sound BHO may terminate this Agreement, subject to re-negotiation, if applicable, under those new special terms and conditions.

6. TERMINATION FOR CONVENIENCE

Except, as otherwise provided in this Agreement, a party may terminate this Agreement upon 90 days written notification by certified mail to the other party. The effective date of termination shall be the 90 days after receipt of written notification to the other party or the last day of the calendar month in which the 90 days occurs, whichever is later.

7. TERMINATION FOR DEFAULT

North Sound BHO's Program Manager and his/her designee may terminate this Agreement for default, in whole or in part, by written notice to Contractor if North Sound BHO or DSHS has a reasonable basis to believe that Contractor has:

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

1 Before North Sound BHO's Program Manager may terminate this Agreement for default, in
2 whole or in part, North Sound BHO shall provide Contractor with written notice of
3 Contractor's noncompliance with this Agreement which notice shall provide Contractor a
4 reasonable time period to correct its/their noncompliance. If Contractor does not correct
5 the noncompliance within the period of time specified in the written notice of
6 noncompliance, the Program Administrator may then terminate this Agreement. The
7 Program Administrator may terminate this Agreement for default without such written
8 notice and without opportunity for correction, if North Sound BHO has a reasonable basis
9 to believe that a client's health or safety is in jeopardy, and/or:
10

- 11 a. Contractor has violated any law, regulation, rule or ordinance applicable to services
12 provided under this agreement, or
- 13 b. Continuance of this Agreement with Contractor poses a material risk of injury or
14 harm to any person.
15

16 Contractor may terminate this Agreement in whole or in part, by written notice to North
17 Sound BHO, if Contractor has a reasonable basis to believe that North Sound BHO has:
18

- 19 a. Failed to meet or maintain any requirement for contracting with Contractor;²
- 20 b. Failed to perform under any provision of this Agreement;²
- 21 c. Violated any law, regulation, rule, or ordinance applicable to work performed
22 under this Agreement; and/or
- 23 d. Otherwise breached any provision or condition of this Agreement.
24

25 **8. TERMINATION PROCEDURE**

26 The following provisions shall survive and be binding on the parties in the event this
27 Agreement is terminated:
28

- 29 a. Contractor and any applicable subcontractors shall cease to perform any services
30 required by this Agreement as of the effective date of termination and shall comply
31 with all reasonable instructions contained in the notice of termination which are
32 related to the transfer of clients, distribution of property, and termination of
33 services. Each party shall be responsible only for its performance in accordance
34 with the terms of this Agreement rendered prior to the effective date of
35 termination. Contractor and any applicable subcontractors shall assist in the
36 orderly transfer/transition of the individuals and families served under this
37 Agreement. Contractor and any applicable subcontractors shall promptly supply all
38 information necessary for the reimbursement of any outstanding Medicaid claims.
- 39 b. Contractor and any applicable subcontractors shall immediately deliver to North
40 Sound BHO Program Manager or to his/her successor, all DSHS and North Sound
41 BHO assets (property) in Contractor and any applicable subcontractor's possession
42 and any property produced under this Agreement. Contractor and any applicable
43 subcontractors grant North Sound BHO and DSHS the right to enter upon
44 Contractor and any applicable subcontractor's premises for the sole purpose of
45 recovering any North Sound BHO or DSHS property that Contractor and any
46 applicable subcontractor fails to return within 10 working days of termination of

1 this Agreement. Upon failure to return North Sound BHO/DSHS property within 10
2 working days of the termination of this Agreement, Contractor and any applicable
3 subcontractors shall be charged with all reasonable costs of recovery, including
4 transportation and attorney's fees. Contractor and any applicable subcontractors
5 shall protect and preserve any property of North Sound BHO/DSHS that is in the
6 possession of Contractor and any applicable subcontractors pending return to
7 North Sound BHO/DSHS.

- 8 c. North Sound BHO shall be liable for and shall pay for only those services authorized
9 and provided through the date of termination. North Sound BHO may pay an
10 amount agreed to by the parties for partially completed work and services, if work
11 products are useful to or usable by North Sound BHO. Should the contract be
12 terminated by either party, North Sound BHO will require the spend-down of all
13 remaining reserves and fund balances within the termination period. Funds will be
14 deducted from the final months' payments until reserves and fund balances are
15 spent.

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

2
3 **1. BACKGROUND**

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

19 **2. MUTUAL COMMITMENTS**

20 The parties to this Agreement are mutually committed to the development of an efficient,
21 cost effective, integrated, person-driven, age specific recovery and resilience model
22 approach to the delivery of quality community behavioral health services. To that end, the
23 parties are mutually committed to maximizing the availability of resources to provide
24 needed behavioral health services in the Service Area, maximizing the portion of those
25 resources used for the provision of direct services and minimizing duplication of effort.
26

27 **3. ASSIGNMENT**

28 Except as otherwise provided within this Agreement, this Agreement may not be assigned,
29 delegated, or transferred by Contractor without the express written consent of North
30 Sound BHO, and any attempt to transfer or assign this Agreement without such consent
31 shall be void. The terms "assigned", "delegated", or "transferred" shall include change of
32 business structure to a limited liability company, of any Contractor Member or Affiliate
33 Agency.
34

35 **4. AUTHORITY**

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

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

2 Contractor and its subcontractors shall comply with all applicable federal and state
3 statutes, regulations, and operational policies, as applicable to this Agreement, whether or
4 not, a specific citation is identified in various sections of this Agreement, and all
5 amendments thereto that are in effect when the Agreement is signed, or that come into
6 effect during the term of the Agreement, which may include but are not limited to, the
7 following (“Federal/State Law”):
8

- 9 a. Title XIX and Title XXI of the Social Security Act and Title 42 of the CFR;
- 10 b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 11 c. All local, State, and Federal professional and facility licensing and certification
12 requirements/standards that apply to services performed under the terms of this
13 Agreement;
- 14 d. All applicable standards, orders, or requirements issued under Section 306 of the
15 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
16 Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40
17 CFR Part 15), which prohibit the use of facilities included on the EPA List of
18 Violating Facilities. Any violations shall be reported to DSHS, DHHS, and the EPA;
- 19 e. Any applicable mandatory standards and policies relating to energy efficiency,
20 which are contained in the State Energy Conservation Plan, issued in compliance
21 with the federal Energy Policy and Conservation Act;
- 22 f. Those specified for laboratory services in the Clinical Laboratory Improvement
23 Amendments (CLIA);
- 24 g. Those specified in RCW Title 18 for professional licensing;
- 25 h. Reporting of abuse as required by RCW 26.44.030;
- 26 i. Industrial insurance coverage as required by RCW Title 51;
- 27 j. RCW 38.52, 70.02, 71.05, 71.24, and 71.34;
- 28 k. WAC 388-865;
- 29 l. 42 CFR 438, including 42 CFR 438.58 (conflict of interest) and 42 CFR 438.106
30 (physician incentive plans);
- 31 m. The State of Washington Medicaid State Plan and 1915(b) Medicaid Behavioral
32 Health Waiver, or their successors, which documents are incorporated by
33 reference;
- 34 n. DBHR Quality Strategy;
- 35 o. The State Medicaid Manual (SMM), the Budgeting, Accounting, and Reporting
36 System (BARS) Manual, and BARS Supplemental Behavioral Health Instructions;
- 37 p. Any applicable federal and state laws that pertain to Medicaid enrollee or
38 individual rights. Contractor shall ensure its staff takes those rights into account
39 when furnishing services;
- 40 q. 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security
41 Act), which prohibits making payments directly or indirectly to physicians or other
42 providers as an inducement to reduce or limit behavioral health services provided
43 to individuals and/or families;

- r. Any policies and procedures developed by Medical Assistance Administration for compliance with WAC 388-519-0110, which governs the spend-down of client assets;
- s. Contractor 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 5% of Contractor, BHA or subcontractor's equity, or an employee, Contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency;
- t. Federal and State non-discrimination laws and regulations;
- u. HIPAA, 45 CFR parts 160-164;
- v. DBHR-CIS Data Dictionary and its successors; and/or
- w. Federal funds must not be used for any lobbying activities.

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

Upon notification from DSHS, North Sound BHO shall notify Contractor in writing of changes/modifications in CMS policies and DSHS/DBHR contract requirement changes, if applicable to this Agreement.

6. COMPLIANCE WITH NORTH SOUND BHO OPERATIONAL POLICIES

Contractor shall comply with all North Sound BHO operational policies that pertain to the delivery of services under this Agreement that are in effect when the Agreement is signed or that come into effect during the term of the Agreement.

Along with all North Sound BHO stakeholders, Contractor will be included in the process for developing relevant operational policies and procedures. North Sound BHO's Provider Policy & Procedure Grid and successors contain a list of North Sound BHO's policies and their applicability to Contractor in accordance with Exhibit A. The Grid and North Sound BHO's policies and procedures are posted on North Sound BHO's website. North Sound BHO shall notify Contractor of new and revised policies through its numbered memoranda. Training shall be provided on policies that impact providers.

North Sound BHO will make best efforts to maintain currency of policies with applicable federal or state law, regulation or policy. In the event of a conflict, federal or state laws, regulations or policies supersede North Sound BHO policies and procedures.

7. CONFIDENTIALITY OF CLIENT INFORMATION

Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients may be disclosed for purposes directly concerning the administration of this Agreement. Purposes include, but are not limited to:

- a. Establishing eligibility;
- b. Determining the amount of medical assistance;
- c. Providing services for recipients;
- d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding related to the administration of the plan;
- e. Assuring compliance with Federal and State laws, regulations, with terms and requirements of this Agreement; and/or
- f. Improving quality.

Contractor shall protect all information, records and data collected from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCW's 70.02, 71.05, and 71.34, HIPAA and for service recipients receiving alcohol and drug abuse services, in accordance with 42 CFR Part 2. Contractor shall have a process in place to ensure all components of its BHA and system understand and comply with confidentiality requirements for publicly funded behavioral health services.

Contractor shall ensure access to the information is restricted to persons or agency representatives who are subject to standards of confidentiality that are comparable to those of North Sound BHO and DSHS.

The parties acknowledge that coordination, planning, screening, and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance, and to provide medically necessary behavioral health services are all "purposes directly connected with the administration of the Agreement", and are all appropriate justifications for sharing information.

Contractor shall ensure all staff and subcontractors providing services under this Agreement receive annual training on confidentiality policies and procedures. In addition, Contractor shall ensure all staff and subcontractors providing services under this Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in Contractor's personnel files.

8. CONTRACT PERFORMANCE/ENFORCEMENT

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

1 **9. COOPERATION**

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

4
5 **10. DEBARMENT CERTIFICATION**

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

12
13 **11. DECLARATION THAT CLIENTS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH
14 PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

15 Although North Sound BHO, Contractor, and subcontractors mutually recognize that
16 services under this Agreement may be provided by Contractor and subcontractors to
17 clients under the Medicaid program, RCW 71.05 and 71.34, and the Community Behavioral
18 health Services Act, RCW 71.24, it is not the intention of either North Sound BHO, or
19 Contractor, that such individuals, or any other persons, occupy the position of intended
20 third-party beneficiaries of the obligations assumed by either party to this Agreement.
21 Such third parties shall have no right to enforce this Agreement.

22
23 **12. EXECUTION, AMENDMENT AND WAIVER**

24 This Agreement shall be binding on all parties only upon signature by authorized
25 representatives of each party. This Agreement, or any provision, may be amended during
26 the contract period, if circumstances warrant, by a written amendment executed by all
27 parties. Only North Sound BHO Program Manager or North Sound BHO Program
28 Manager's designee has authority to waive any provision of this Agreement on behalf of
29 North Sound BHO.

30
31 **13. HEADINGS AND CAPTIONS**

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

35
36 **14. INDEMNIFICATION**

37 Contractor shall be responsible for and shall indemnify and hold North Sound BHO
38 harmless (including all costs and attorney fees) from all claims for personal injury,
39 property damage and/or disclosure of confidential information, including claims against
40 North Sound BHO for the negligent hiring, retention and/or supervision of the Contractor
41 and/or from the imposition of governmental fines or penalties resulting from the acts or
42 omissions of Contractor and its subcontractors related to the performance of this
43 contract. North Sound BHO shall be responsible and shall indemnify and hold Contractor
44 harmless (including all costs and attorney fees) from all claims for personal injury,

1 property damage and disclosure of confidential information and from the imposition of
2 governmental fines or penalties resulting from the acts or omissions of North Sound BHO.
3 Each party agrees to be responsible and assume liability for its own wrongful and/or
4 negligent acts or omissions or those of their officials, officers, agents, or employees, to the
5 fullest extent required by law, and further agree to save, indemnify, defend, and hold the
6 other party harmless from any such liability. For the purposes of these indemnifications,
7 the Parties specifically and expressly waive any immunity granted under the Washington
8 Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and
9 agreed to by the Parties. The provision of this section shall survive the expiration or
10 termination of the Agreement.
11

12 **15. INDEPENDENT CONTRACTOR FOR NORTH SOUND BHO**

13 The parties intend that an independent Contractor relationship be created by this
14 contract. Contractor acknowledges that neither Contractor nor its employees or
15 subcontractors are officers, employees, or agents of North Sound BHO. Contractor shall
16 not hold Contractor or any of Contractor's employees and subcontractors out as, nor claim
17 status as, officers, employees, or agents of North Sound BHO. Contractor shall not claim
18 for Contractor or Contractor's employees or subcontractors any rights, privileges, or
19 benefits which would accrue to an employee of North Sound BHO. Contractor shall
20 indemnify and hold North Sound BHO harmless from all obligations to pay or withhold
21 Federal or State taxes or contributions on behalf of Contractor or Contractor's employees
22 and subcontractors unless specified in this Agreement.
23

24 **16. INSURANCE**

25 North Sound BHO certifies it is a member of Washington Governmental Entity Pool for all
26 exposure to tort liability, general liability, property damage liability and vehicle liability, if
27 applicable, as provided by RCW 43.19.
28

29 Contractor shall maintain Commercial General Liability Insurance (CGL). If Contractor is
30 not a member of a risk pool, Contractor shall carry CGL to include coverage for bodily
31 injury, property damage, and contractual liability, with the following minimum limits:
32 Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. Any risk pool shall provide
33 coverage with the same minimum limits. Any policy (non-risk pool and risk pool) shall
34 include liability arising out of premises, operations, independent contractors, personal
35 injury, advertising injury, and liability assumed under an insured contract. Contractor shall
36 provide evidence of such insurance to North Sound BHO within 15 days of execution of
37 this Agreement and 15 days post renewal date thereafter. All non-risk pool policies shall
38 name North Sound BHO as a covered entity under said policy(s).
39

40 **17. INTEGRATION**

41 This Agreement, including Attachments contains all the terms and conditions agreed upon
42 by the parties. No other understandings, oral or otherwise, regarding the subject matter
43 of this Agreement shall be deemed to exist or to bind any of the parties hereto.
44

1 **18. MAINTENANCE OF RECORDS**

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

- 8
- 9 a. Maintain the content of all Medical Records in a manner consistent with utilization
 - 10 b. Document performance of all acts required by law, regulation, or this Agreement;
 - 11 c. Substantiate Contractor statement of its organizations’ structures, tax status,
 - 12 d. Demonstrate accounting procedures, practices, and records, which sufficiently and
 - 13 e. Contractor and its subcontractors shall cooperate in all reviews, including but not
 - 14 f. Evaluations shall be done by inspection or other means to measure quality,
 - 15 g. appropriateness, and timeliness of services performed under this Agreement, and
 - 16 h. to determine whether Contractor and its subcontractors are providing service to
 - 17 i. individuals in accordance with the requirements set forth in this Agreement and
 - 18 j. applicable state and federal regulations as existing or hereafter amended.
 - 19
 - 20
 - 21
 - 22
 - 23
 - 24
 - 25

26 **19. NO WAIVER OF RIGHTS**

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

31

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

35

36 **20. ONGOING SERVICES**

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

1 **21. ORDER OF PRECEDENCE**

2 In the event of an inconsistency in the terms of this Agreement, or any inconsistency
3 between the terms of this Agreement and any applicable statute, rule or contract, unless
4 otherwise provided herein, the conflict shall be resolved by giving precedence in the
5 following order, to:
6

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

19
20 **22. OVERPAYMENTS**

21 In the event Contractor fails to comply with any of the terms and conditions of this
22 Agreement and that failure results in an overpayment, North Sound BHO may recover the
23 amount due DSHS, CMS or other federal or state agency, subject to dispute resolution as
24 set forth in the contract. In the case of overpayment, Contractor shall cooperate in the
25 recoupment process and return to North Sound BHO the amount due upon demand.
26

27 **23. OWNERSHIP OF MATERIALS**

28 Materials created by Contractor and its subcontractors and paid for by North Sound BHO
29 as a part of this Agreement shall be owned by North Sound BHO and shall be, "works for
30 hire" as defined by the U.S. Copyright Act of 1976. This material includes but is not limited
31 to: books, computer programs, documents, films, pamphlets, reports, sound
32 reproductions, studies, surveys, tapes/training materials. Material which Contractor and
33 its subcontractors use to perform this Agreement, but which is not created for or paid for
34 by North Sound BHO, is owned by Contractor or relevant subcontractors; however, North
35 Sound BHO and DSHS shall have a perpetual license to use this material for DSHS internal
36 purposes at no charge to DSHS.
37

38 **24. PERFORMANCE**

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

1 **25. RESOLUTION OF DISPUTES**

2 The parties wish to provide for prompt, efficient, final, and binding resolution of disputes
3 and controversies that may arise under this Agreement and therefore establish this
4 dispute resolution procedure. All claims, disputes, and other matters in question between
5 the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the
6 following dispute resolution procedure unless the parties mutually agree in writing
7 otherwise:

- 8
- 9 a. The parties shall use their best efforts to resolve issues prior to giving written
- 10 Notice of Dispute;
- 11 b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a
- 12 designated representative) shall together or, if both parties agree, with a mediator
- 13 meet, confer, and attempt to resolve the claim; and
- 14 c. The terms of the resolution of all claims concluded in meetings shall be
- 15 memorialized in writing and signed by each party.
- 16

17 Arbitration: If the claim is not resolved within 30 days, the parties shall proceed to
18 arbitration as follows:

- 19
- 20 a. Demand for arbitration shall be made in writing to the other party. The parties
- 21 shall select one person as arbitrator;
- 22 b. If there is a delay of more than 10 days in the naming of the arbitrator, either party
- 23 can ask the presiding judge of Skagit County to name the arbitrator;
- 24 c. The prevailing party shall be entitled to recover from the other party all costs and
- 25 expenses, including reasonable attorney fees. The arbitrators shall determine
- 26 which party, if any, is the prevailing party;
- 27 d. The parties agree that the arbitrators' decision shall be binding, final and
- 28 appealable to Skagit County Superior Court only as provided in RCW Chapter
- 29 7.04A;
- 30 e. Unless the parties agree in writing otherwise, the unresolved claims in each notice
- 31 of dispute shall be considered at an arbitration session which shall occur in Skagit
- 32 County no later than 30 days after the close of the meeting described in paragraph
- 33 (b) at the top of this page;
- 34 f. The Provisions of this section shall, with respect to any controversy or claim,
- 35 survive the termination or expiration of this Agreement;
- 36 g. Nothing contained in this Agreement shall be deemed to give the arbitrator the
- 37 power to change any of the terms and conditions of this Agreement in any way;
- 38 h. The prevailing party in any action to compel arbitration or to enforce an arbitration
- 39 award shall be awarded its costs, including attorney fees. Venue for any such
- 40 action is exclusively Skagit County Superior Court; and
- 41 i. This Agreement shall be governed by laws of the State of Washington, both as to
- 42 interpretation and performance. Washington statutes of limitation apply to
- 43 arbitration proceedings under this agreement.
- 44

1 **26. SEVERABILITY AND CONFORMITY**

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

7 **27. SINGLE AUDIT ACT**

8 If Contractor or its subcontractor is a subrecipient of Federal awards as defined by 2 CFR
9 200.501, Contractor and its subcontractors shall maintain records that identify all Federal
10 funds received and expended. Such funds shall be identified by the appropriate 2 CFR
11 200.501 titles and numbers, award names and numbers, award years if awards are for
12 research and development, as well as, names of the Federal agencies. Contractor and its
13 subcontractors shall make Contractor and its subcontractors' records available for review
14 or audit by officials of the Federal awarding agency, the General Accounting Office and
15 DSHS. Contractor and its subcontractors shall incorporate 2 CFR 200.501 audit
16 requirements into all contracts between Contractor and its subcontractors who are
17 subrecipients. Contractor and its subcontractors shall comply with any future
18 amendments to 2 CFR 200.501 Subpart F and any successor or replacement regulation.
19

20 If Contractor/its subcontractors are a subrecipient and expends \$750,000 or more in
21 Federal awards from any/all sources in any fiscal year, Contractor and applicable
22 subcontractors shall procure and pay for a single or program-specific audit for that fiscal
23 year. Upon completion of each audit, Contractor and applicable subcontractors shall
24 submit to North Sound BHO's Program Administrator the data collection form and
25 reporting package specified in 2 CFR 200.501, reports required by the program-specific
26 audit guide, if applicable, and a copy of any management letters issued by the auditor.
27

28 For purposes of "sub recipient" status under the rules of 2 CFR 200.330 Medicaid
29 payments to a sub recipient for providing patient care services to Medicaid eligible
30 individuals are not considered Federal awards expended under this part of the rule unless
31 a State requires the fund to be treated as Federal awards expended because
32 reimbursement is on a cost-reimbursement basis.
33

34 **28. SUBCONTRACTS**

35 Contractor may subcontract services to be provided under this Agreement subject to the
36 following requirements.
37

- 38 a. Contractor shall be responsible for the acts and omissions of any subcontractor;
- 39 b. Contractor must ensure the subcontractor neither employs any person nor
40 contracts with any person or BHA excluded from participation in federal health
41 care programs under either 42 USC 1320a-7 (§§1128 or 1128A Social Security Act)
42 or debarred or suspended per this Agreement's General Terms and Conditions;
- 43 c. Contractor shall require subcontractors to comply with all applicable federal and
44 state laws, regulations, and operational policies as specified in this Agreement;
- 45 d. Contractor shall require subcontractors to comply with all applicable North Sound
46 BHO operational policies as specified in this Agreement;

- e. Contractor shall ensure a process is in place to demonstrate that all third-party resources are identified and pursued;
- f. Contractor 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 Agreement on an ongoing basis including written reviews;
- g. Contractor will monitor performance of the subcontractors on an annual basis and notify North Sound BHO of any identified deficiencies or areas for improvement requiring corrective action by Contractor; and
- h. Contractor shall ensure all subcontracts are in writing and subcontracts specify all duties, reports, and responsibilities delegated under this Agreement. Those written subcontracts shall:
 - i. Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Agreement;
 - ii. 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;
 - iii. Require that the subcontractor correct any areas of deficiencies in the subcontractor's performance that are identified by Contractor, North Sound BHO/DBHR; and
 - iv. Require best efforts to provide written or oral notification within 15 working days of termination of a Mental Health Care Provider (MHCP) to individuals currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the subcontractor.

29. SURVIVABILITY

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

30. TREATMENT OF CLIENT PROPERTY

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

1 **31. WARRANTIES**

2 The parties’ obligations are warranted and represented by each to be individually binding,
3 for the benefit of the other party. Contractor warrants and represents it is able to
4 perform its obligations set forth in this Agreement and that such obligations are binding
5 upon Contractor and other subcontractors for the benefit of North Sound BHO.
6

7 **32. RATIFICATION**

8 This contract will go into effect and shall be fully enforceable when signed by authorized
9 representatives of all parties involved. This contract is subject to ratification after it
10 becomes effective. This contract will be submitted for ratification at the next scheduled
11 meeting of the North Sound BHO County Authorities Executive Committee (“the
12 Committee”). If not ratified by the Committee the North Sound BHO will terminate the
13 contract either immediately or, at the discretion of North Sound BHO, within a reasonable
14 amount of time.
15

16 **33. CONTRACT ADMINISTRATION**

17 The Program Manager for each of the parties shall be responsible for and shall be the
18 contact person for all communications and billings regarding the performance of this
19 Agreement.
20

21 The Program Manager for North Sound BHO is:

22
23 Joe Valentine, Executive Director
24 North Sound Behavioral Health Organization
25 301 Valley Mall Way, Suite 110
26 Mount Vernon, WA 98273
27

28 The Program Manager for Contractor is:

29
30 Anne Deacon, LICSW
31 Human Services Manager
32 509 Girard Street
33 Bellingham, WA 98225
34

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

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

3
4

5 **NORTH SOUND BHO**

WHATCOM COUNTY

6
7
8
9

10 _____
11 Joe Valentine Date
12 Executive Director

_____ Date
Regina Delahunt
Director

13

14 Approved as to Form for North Sound BHO

15

16 Basic Form approved by Brad Furlong 10/1/01

17 Name & Title Date