

**NORTH SOUND
BEHAVIORAL HEALTH ORGANIZATION, LLC
(North Sound BHO)**

**SPECIALIZED BEHAVIORAL HEALTH SERVICES
WITH**

AMERICAN BEHAVIORAL HEALTH SYSTEMS

CONTRACT #NORTH SOUND BHO-ABHS-DOC-16-18

JANUARY 3, 2016 TO MARCH 31, 2018

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**CONTRACT FOR THE PROVISION
OF
STATE FUNDED
BEHAVIORAL HEALTH SERVICES**

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THIS BEHAVIORAL HEALTH SERVICES CONTRACT (the Contract), pursuant to Chapter 71.24 RCW and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC, a governmental limited liability company pursuant to Chapter 70.24 RCW (North Sound BHO) 301 Valley Mall Way, Suite 110, Mount Vernon, WA, 98273, and AMERICAN BEHAVIORAL HEALTH SYSTEMS (Contractor) a Washington Behavioral Health Agency, P.O. Box 141106, Spokane Valley, WA 99214.

I. RECITALS

WHEREAS, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County (the County Authorities) , as defined by RCW 71.24.025 (10), entered into a Joint County Authority BHO Interlocal Operating Contract to cooperatively provide a community health program and regional system of care, with the collective goal of consolidating administration, reducing administrative layering and reducing administrative costs, consistent with the State of Washington’s legislative policy as set forth in Chapter 71.24 RCW (Operating Contract); and

WHEREAS, North Sound BHO is a governmental limited liability company formed by an operating Contract entered into by the foregoing five (5) County Authorities in response to a request for a detailed plan and to contract with the State of Washington to operate as a regional support network until April 1, 2016, and as a behavioral health organization as of April 1, 2016, as provided for in RCW 71.24.100 and Chapter 25.15 RCW.

WHEREAS, the Operation Contract provides a means for each County Authority to share in the cost of behavioral health services, for payment of services and for the audit of funds, as provided for in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as provided for in RCW 71.24.110.

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

WHEREAS, North Sound BHO is engaged in the administration of services described on Exhibit A (Statement of Work);

WHEREAS, Contractor is engaged in the provision of behavioral health and substance use disorder services within Snohomish County (County); and

1 Allied Systems means State or local services which provide individuals with assistance to reduce the
2 impact of disabilities, functional impairments, or skill deficits and promote stable community living.
3

4 Ancillary Crisis Services means costs associated with providing medically necessary crisis services
5 which cannot be covered under the Medicaid State Plan including, but not limited to, the cost of
6 room and board for individuals in hospital diversion beds.
7

8 Annual Revenue means all revenue received by the Regional Support Network (BHO) pursuant to the
9 Contract for July of any year through June of the next year.
10

11 Arbitration means the process by which the parties to a dispute submit their differences to the
12 judgment of an impartial person or group appointed by mutual consent or statutory provision.
13

14 ASAM means the American Society of Addiction Medicine.
15

16 ASAM Criteria means a comprehensive set of guidelines for placement, continued stay and
17 transfer/discharge of patients with addiction and co-occurring conditions.
18

19 Assessment means diagnostic services provided by a CDP or CDP trainee under CDP supervision to
20 determine an Individual's involvement with alcohol and other drugs (See WAC 388-877B-0500 for a
21 detailed description of assessment requirements).
22

23 Assisted Outpatient Treatment (AOT) means an order for Less Restrictive Alternate Treatment for up
24 to ninety days from the days from the date of judgement. AOT shall not order inpatient treatment.
25

26 Authorized Representative means a person appointed by an Individual, or authorized under State or
27 other applicable law, to act on behalf of an Individual or other party involved in an Appeal or
28 Grievance. If the Individual gives written permission, the Authorized Representative may include a
29 behavioral health practitioner working on behalf of the Individual.
30

31 Behavioral Health Advisory Council (BHAC) also referred to as "The Council" includes Individuals with
32 behavioral health disorders, providers, advocates, government representatives, and other private and
33 public entities. The membership represents that state's population with respect to race, ethnicity,
34 disability, and age, as well as urban and rural areas.
35

36 Behavioral Health Agency (BHA) means a Behavioral Health Agency that is licensed by the State of
37 Washington to provide behavioral health and/or substance use disorder treatment and is
38 subcontracted under this Contract to provide services.
39

40 Behavioral Health Organization Managed Care Plan is the entity that operates the prepaid inpatient
41 health plan (PIHP) for Medicaid behavioral health services, the North Sound Behavioral Health
42 Organization LLC.
43

1 Case Management means assistance to a recipient and family (or significant other) to obtain,
2 maintain, or develop appropriate resources.
3

4 Certified means the status given by the department to substance use disorder, behavioral health, and
5 problem and pathological gambling program-specific services.
6

7 Chemical Dependency Professional (CDP) means an individual licensed through the Washington State
8 Department of Health (DOH). A CDP is the individual with primary responsibility for implementing an
9 individualized plan for Substance Use Disorder treatment services.
10

11 Chemical Dependency Professional Trainee (CDPT) means an individual working toward the education
12 and experience requirements for certification as a chemical dependency professional, and who has
13 been credentialed as a CDPT.
14

15 Consultation means the clinical review and development of recommendations regarding the job
16 responsibilities, activities, or decisions of, clinical staff, contracted employees, volunteers, or students
17 by persons with appropriate knowledge and experience to make recommendations.
18

19 Contractor means an independent Contractor, its employees, agents and subcontractors.
20

21 Coordinated Quality Improvement Program (CQIP) the purpose of CQIP is to improve the quality of
22 health care services by identifying and preventing health care malpractice under RCW 43.70.15
23

24 Corrective Action/Compliance Review is when findings from North Sound BHO/DBHR review or other
25 monitoring efforts or audits show there are apparent violations of this Contract. Contractor shall
26 implement corrective action within specified timeframes determined by North Sound
27 BHO/DBHR/Departments other auditors.
28

29 Corrective Action Plan (CAP) is a written plan specifying what the Contractor is required to do to be in
30 compliance. This includes required improvements and a timeline for such action(s) to be
31 accomplished.
32

33 Criminal Justice Treatment Account (CJTA) means per RCW 70.96A.350, the account created by
34 Washington State that may be expended solely for: substance use disorder treatment and treatment
35 support services for offenders with a substance use disorder.
36

37 Crisis may be self-defined or a situation where an individual is acutely mentally ill, or experiencing
38 serious disruption in cognitive, volitional, psychosocial and/or neurophysiological functioning.
39

40 Crisis Plan is a blueprint for action in the case of an individual (or child/family) who is experiencing
41 imminent or substantial risk of harm to self/others or at risk of decompensation that could lead to
42 future use of psychiatric inpatient services. Plans are developed in collaboration with the individual
43 and natural supports.
44

1 Crisis Services means a face-to-face evaluation and treatment of behavioral health emergencies and
2 crises to non-enrolled, as well as, enrolled individuals experiencing a crisis. Crisis services shall be
3 available on a 24-hour basis with the goal of stabilizing the person in crisis and providing immediate
4 or short-term treatment and support in the least restrictive environment available. Crisis services
5 may be provided prior to an intake evaluation/assessment.
6

7 Cultural Competence means a set of congruent behaviors, attitudes and policies that come together
8 in a system or agency and enable that system or agency to work effectively in cross-cultural
9 situations. A culturally competent system of care acknowledges and incorporates at all levels the
10 importance of language and culture, assessment of cross-cultural relations, knowledge and
11 acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of
12 services to meet culturally unique needs.
13

14 Data means information that is disclosed or exchanged as described by the Program Contract.
15

16 Date of First Contact means the date an individual contacts an agency by any means (walk-in,
17 telephone call, referral through a physician, counselor or CDP, etc.) to request a service when the
18 date for the service is scheduled at the time of contract.
19

20 Day for purposes of this Contract means calendar day unless otherwise specified.
21

22 Deliverable means any written information required for submission to North Sound BHO to satisfy the
23 work requirements of this Contract and that are due by a particular date or on a regularly occurring
24 schedule.
25

26 Designated Chemical Dependency Specialist means a person designated by the Behavioral Health
27 Organization (BHO) or by the county alcoholism and other drug addiction program coordinator
28 designated by the BHO to perform the commitment duties described in RCW 70.96A. 140 and
29 qualified to do so by meeting standards adopted by the department.
30

31 Direct Care Staff means persons employed by BHA's whose primary responsibility is providing direct
32 treatment and support to people with behavioral illness or whose primary responsibility is providing
33 direct support to such staff in areas such as scheduling, intake, reception, records-keeping and
34 facilities maintenance.
35

36 Disaster Outreach means persons contacted in their place of residence or in non-traditional settings
37 for the purpose of:
38

- 39 1. Assessing their behavioral health or social functioning following a disaster; or
 - 40 2. Increasing their utilization of human services and resources.
- 41

42 There are two basic approaches to outreach:
43

- 44 1. Mobile (ongoing to person-to-person);
- 45 2. Community settings (i.e., temporary shelters, disaster assistance sites, disaster information
46 forums).

1 Regardless of the approach, the outreach process has five (5) important components:
2

- 3 1. Locating persons in need of disaster relief services;
- 4 2. Assessing their needs;
- 5 3. Engaging or linking persons to an appropriate level of support or disaster relief services; and
- 6 4. Providing follow-up behavioral health services when clinically indicated.
- 7 5. Disaster outreach can be performed by trained volunteers, Peers and/or persons hired under
8 a Federal Crisis Counseling Grant. These persons should be trained in disaster outreach,
9 which is different than traditional behavioral health crisis intervention.

10
11 Diversion means to redirect an individual from being placed in a restrictive setting (i.e., jail, inpatient
12 services) to clinically appropriate less restrictive alternative(s).

13
14 Emergent Care means services provided for a person, that, if not provided, would likely result in the
15 need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others,
16 or grave disability according to RCW 71.05.

17
18 Emerging Best Practice or Promising Practice means a practice that presents, based on preliminary
19 information, potential for becoming a research-based or consensus-based practice.

20
21 Enrollee means a Medicaid recipient who is currently enrolled in a Pre-Paid Inpatient Health Plan.
22

23 Evaluation and Treatment (E&T) Facility means a facility which can provide directly or by direct
24 arrangement with other public or private agencies, emergency E&T, outpatient care, timely and
25 appropriate inpatient care to persons suffering from a behavioral health disorder and is certified as
26 such by DSHS.
27

28 Evidence-based Practice means a program or practice that has had multiple site random controlled
29 trials across heterogeneous populations demonstrating the program or practice is effective for the
30 population.
31

32 Fair Hearing means a hearing before Washington State Office of Administrative Hearings.
33

34 Family means:

- 35 1. For adults, those the individual defines as family (i.e., guardians, siblings, caregivers and
36 significant others) to the individual.
- 37 2. For children, a child's biological parents, adoptive parents, foster parents, guardian, legal
38 custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed
39 by DSHS or Tribe.
40

41
42 Fraud means an intentional deception or misrepresentation made by a person with the knowledge
43 the deception could result in some unauthorized benefit to self or some other person. It includes any
44 act that constitutes fraud under applicable federal or state law.
45

1 Full-Time Equivalent (FTE) is the term used to define number of full-time staff. One FTE shall be
2 defined as 40 hours' work per week.

3
4 Geographic Area is North Sound BHO's Service Area consisting of the following geographic areas:

- 5
- 6 1. Island County
- 7 2. San Juan County
- 8 3. Skagit County
- 9 4. Snohomish County
- 10 5. Whatcom County

11
12 Global Appraisal of Individual Needs - Short Screener (GAIN-SS) means a tool used for conducting an
13 integrated comprehensive screening of substance use disorder and behavioral health issues.

14
15 Grievance System means the process through a BHO in which an individual applying for or receiving behavioral health services may express dissatisfaction about services. The grievance
16 system must be established by the BHO, must meet the requirements of 42 CFR 438 subpart F, and
17 include:
18

- 19
- 20 1. A Grievance Process
- 21 2. Access to the Department's Administrative Fair Hearing process
- 22
- 23 a. Grievance means any expression of dissatisfaction made by or on behalf of an
24 individual and referred to the agency or behavioral health organization (BHO), as
25 applicable, for resolution.
- 26 b. Grievance Process is one of the processes included in the grievance system that allows
27 an individual to express concern or dissatisfaction about a behavioral health service.
- 28

29 Health Insurance Portability and Accountability Act (HIPAA) of 1996 is codified in 42 USC §1320(d)
30 et.seq. and 45 CFR Parts 160, 162 and 164.

31
32 In Need of Assisted Outpatient Treatment means that an Individual, as the result of a behavioral
33 health disorder, meets the criteria for an Assisted Outpatient Treatment order as per the criteria in
34 RCW 71.05.020(21).

35
36 Individual means a person who applies for, is eligible for, or receives BHO-authorized behavioral
37 health services from an agency listed by the Department as a BHA. In the case of a minor, the
38 Individual's parent or, if applicable, the individual's custodial parent:

39
40 Individual Using Intravenous Drugs means a person who has used a needle to illicitly inject drugs one
41 or more times.

42

1 Individual Choice means the individual/child/families guaranteed opportunity to choose freely among
2 treatment options and support services (based on identified needs) and to be full partners in the
3 treatment process. "Choice" supports the notion that to the degree possible,
4 individuals/child/families need to play a key role in designing their own service/support "packages"
5 including involvement of natural supports and culturally specific services.
6

7 Individual Voice means indicators of ownership in and involvement with planning his/her own
8 supports and services. In individualized plans, voice is best indicated by the use of the individual's
9 own words and stated goals in "quotations".
10

11 Involuntary Treatment Act - Substance Use Disorder (ITA-SUD) allows for Individuals to be committed
12 by a court order to an approved treatment program for a limited period of time. Involuntary civil
13 commitments are meant to provide for the treatment of Individuals with a substance use disorder
14 and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or
15 are unable to enter treatment on their own. Individuals can be committed for a period of 60 days
16 unless sooner discharged if it has been determined that the likelihood of harm no longer exists or
17 treatment is no longer adequate or appropriate per ASAM criteria, or incapacity no longer exists. A
18 petition for recommitment can be filed for an additional period of up to 90 days (RCW 70.96A.140).
19

20 Level of Care Guidelines means the criteria the BHO uses in determining the scope, duration and
21 intensity of services to be provided.
22

23 Less Restrictive Alternative Treatment describes the minimum services that all individuals who are
24 under a less restrictive order must be offered as per RCW 71.05.585.
25

26 Low-Income Individual means an Individual whose gross household monthly income is at or below
27 220% of the Federal Poverty Guidelines.
28

29 Medical Necessity or Medically Necessary means a term for describing a requested service which is
30 reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent the worsening of
31 conditions in the recipient that endanger life, cause suffering or pain, result in illness or infirmity,
32 threaten to cause or aggravate a handicap, cause physical deformity or malfunction and there is no
33 other equally effective, more conservative or substantially less costly course of treatment available or
34 suitable for the person requesting service. "Course of treatment" may include mere observation or,
35 where appropriate, no treatment at all.
36

37 Office of Management and Budget (OMB) Circular A-133 means audits of States, local governments
38 and non-profit organizations.
39

40 Opiate Substitution Treatment Services (OST) means provision of treatment services and medication
41 management to individuals addicted to opiates.
42

1 Outcome means the results of a service period of treatment. The extents to which services are
2 provided to individuals experiencing emotional and behavioral disorders have a positive or negative
3 effect on their well-being, circumstances and capacity for self-management and recovery.
4

5 Outreach means a behavioral health service where individuals with mental illness or substance use
6 disorder are contacted in their place of residence or in non-traditional settings for the purpose of:
7

- 8 1. Improving their behavioral health, health, or social functioning; or
- 9 2. Increasing their utilization of human services and resources.

10
11 There are two basic approaches to outreach:

- 12 1. Mobile (going to individual/family); and
- 13 2. Peer/Drop-in centers (i.e., shelters, clubhouses, kitchens, clothing banks).

14
15
16 Regardless of the approach, the outreach process has five (5) important components:

- 17 1. Locating individuals in need of services;
- 18 2. Engaging individuals into service;
- 19 3. Assessing their needs;
- 20 4. Linking individuals to an appropriate level of support services; and
- 21 5. Providing follow-up services.

22
23
24 Personal Information means information identifiable to any person including, but not limited to,
25 information that relates to a person's name, health, finances, education , business , use or receipt of
26 governmental services or other activities, addresses, telephone numbers, social security numbers,
27 driver license numbers, other identifying numbers and any financial identifiers.
28

29 Pregnant and Postpartum Women and Women with Dependent Children (PPW) means:

- 30 1. Women who are pregnant.
- 31 2. Women who are postpartum during the first year after pregnancy completion regardless of
32 the outcome of the pregnancy or placement of children.
- 33 3. Women who are parenting children under the age of six (6), including those attempting to
34 gain custody of children supervised by the Department of Social and Health Services, Division
35 of Children and Family Services (DCFS).

36
37
38 Publish means an officially sanctioned document provided by North Sound BHO/DSHS Internet or
39 Intranet websites for downloading, reading, or printing. Contractor shall be notified in writing or by
40 e-mail when a document meets these criteria.
41

42 Quality Assurance means a focus on compliance to minimum requirements (i.e., rules, regulations
43 and contract terms), as well as, reasonably expected levels of performance, quality and practice.
44

1 Quality Improvement means a focus on activities to improve performance above minimum
2 standards/reasonably expected levels of performance, quality and practice.

3
4 Quality Strategy means an overarching system/process whereby quality assurance and quality
5 improvement activities are incorporated and infused into all aspects of an organization's or system's
6 operations.

7
8 Recovery means the processes by which people are able to live, work, learn and participate fully in
9 their communities.

10
11 Region is known as North Sound Behavioral Health Organization (North Sound BHO). This region is
12 comprised of five counties: Island, San Juan, Skagit, Snohomish and Whatcom.

13
14 Rehabilitation means to restore to customary activity through education, skill building and therapy.
15 Increase independence and ability to participate in life meaning activities.

16
17 Reserve Accounts means an allocation of fund balance at the BHO set aside for a specific purpose by
18 the BHO governing board or local legislative authority.

- 19
20 1. Operating Reserve - Funds designated from behavioral health revenue sources that are set
21 aside into an operating reserve account by official action of the BHO's governing body.
22 Operating reserve funds may only be set aside to maintain adequate cash flow for the
23 provision of behavioral health services.
24 2. Inpatient Risk Reserve – Funds designated from behavioral health revenue sources to pay for
25 future inpatient hospital claims.

26
27 Residential Services are defined in WAC 388-865 and 388-877A and 877B, North Sound BHO
28 Standards of Care and Clinical Eligibility Manual and North Sound BHO Policies and Procedures.

29
30 Resilience means the personal and community qualities that enable individuals to rebound from
31 adversity, trauma, tragedy, threats, or other stresses and to live productive lives.

32
33 Risk means the possibility the Contractor may incur a loss because the cost of providing services may
34 exceed the premium payments made by North Sound BHO to Contractor for services covered under
35 this Contract.

36
37 Subcontract means any written Contract between Contractor and subcontractor or between
38 Contractor, subcontractor and another subcontractor to provide services or activities otherwise
39 performed under this Contract.

40
41 Subcontractor means an individual or entity performing all or part of the services under this Contract
42 under a separate contract with Contractor or its subcontractors.

43

1 Substance Use Disorder (SUD) means a problematic pattern of alcohol/drug use leading to clinically
2 significant impairment or distress as categorized in the DSM 5.
3

4 Substance Use Disorder Treatment Agency (SUDTA) means an Agency that is licensed by the State of
5 Washington to provide Substance Use Disorder Treatment Services and subcontracted to provide
6 services covered under this Contract.
7

8 Transition Youth means anyone age 16-21.
9

10 Tribal Behavioral Health Program means a behavioral health program that is overseen by a Federally
11 Recognized Tribe within Washington State, or overseen by a Recognized American Indian
12 Organization within Washington State.
13

14 Tribal Coordination of Implementation of Service Plan (formerly 7.01 Plan) is North Sound BHO's
15 Board approved plan, which outlines North Sound BHO's commitment to planning and service
16 delivery for American Indian governments and communities.
17

18 Title 42 is the CFR Public Health Service.
19

20 Title XIX is grants with states for Medical Assistance Program.
21

22 Title XIX Eligible Month means a calendar month in which an individual is eligible for the Title XIX
23 program for any part of the month.
24

25 Title XXI is the State Children's Health Insurance Program.
26

27 Underserved means persons who are minorities, children, elderly, disabled and low-income (see WAC
28 388-865-0150).
29

30 Utilization Management Services means to provide independent utilization management process that
31 monitors provider network to ensure services provided are sufficient, but not excessive, which are
32 predicated on the individual needs of the recipient with respect to that person's age, culture,
33 language and abilities.
34

1 **B. PERFORMANCE STANDARDS**

2
3 **1. GENERAL OPERATING STANDARDS**

- 4 a. Contractor must ensure that individuals and individuals' families participate in
5 planning activities and participate in the implementation and evaluation of
6 Contractor's clinical functions. Contractors must demonstrate how this requirement is
7 implemented.
- 8 b. Contractor must maintain a written Advance Directive policy and procedure that
9 respects individuals' advance directives for psychiatric and substance use disorder
10 care. Policy and procedures must comply with North Sound BHO's Advance Directive
11 policy and procedure or use North Sound BHO's policy.
- 12 c. Contractor must participate in North Sound BHO and DBHR offered training,
13 consultation and program development when requested, including training on the
14 implementation of Evidence-based Practices, Emerging and Promising Practices.
- 15 d. Contractor shall encourage and promote Dignity and Respect throughout the system
16 of care.
- 17 e. Contractor shall ensure staff incorporates SAMHSA's 10 Components of Recovery,
18 Exhibit R in service delivery.
- 19 f. Contractor shall make best efforts to provide written or oral notification within 15
20 working days of termination of a Behavioral Health Care Provider (MHCP/CDP/CDPT)
21 to individuals currently open for services who had received a service from the affected
22 professional in the previous 60 days. Notification must be verifiable in the individual's
23 record at the BHA/CMHA.
- 24 g. Contractor must ensure benefits are provided in accordance with North Sound BHO's
25 policies and procedures and are not arbitrarily denied or reduced (i.e., amount,
26 duration, or scope of a required service) based solely upon the diagnosis, type of
27 behavioral health illness, or the enrollee's behavioral health condition.
- 28 h. Contractor shall provide Customer Service that is customer-friendly, flexible, proactive
29 and responsive to individuals, families and stakeholders. Contractor shall provide a toll
30 free number for individuals. A local telephone number may also be provided for those
31 individuals within the local calling area.
- 32 i. Contractor shall notify individuals in writing of changes in service, denials/changes or
33 termination in services in accordance with North Sound BHO policies and procedures.
- 34 j. Contractor shall collaboratively participate in North Sound BHO's regional coordination
35 meetings, which currently include North Sound BHO Ad Hoc Regional Integrated
36 Provider, North Sound BHO Quality Management Oversight Committee (QMOC),
37 Regional ICRS Committee and subcommittees and work groups of these committees as
38 necessary.
- 39 k. Contractor shall obtain written consent from an individual in the event a picture or
40 personal story will be used.
- 41

1 **2. CO-OCCURRING DISORDER SCREENING AND ASSESSMENT**

2 Contractor must maintain the implementation of the integrated, comprehensive screening
3 and assessment process for substance use disorder and mental disorders as required by RCW
4 70.96C.010. Failure to maintain the Screening and Assessment process will result in remedial
5 actions up to and including financial penalties as described in the Remedial Actions section of
6 this Contract.
7

8 The GAIN-SS screening the Contractor must attempt to screen all Individuals aged 13 and
9 above through the use of DBHR-provided GAIN-SS during:
10

- 11 a. All new intakes.
- 12 b. The provision of each crisis episode of care including ITA investigations services, except
13 when:
 - 14 i. The service results in a referral assessment.
 - 15 ii. The service results in an involuntary detention under RCW 71.05, RCW 71.34 or
16 RCW 70.96B.
 - 17 iii. The contact is by telephone only.
 - 18 iv. The professional conducting the crisis intervention or ITA investigation has
19 information that the Individual completed a GAIN-SS screening within the
20 previous 12 months.
- 21 c. GAIN-SS screening must be completed as self-reported by the Individual and signed by
22 that Individual on the DBHR-GAIN-SS form. If the Individual refuses to complete the
23 GAIN-SS screening or if the clinician determines the Individual is unable to complete
24 the screening for any reason this must be documented on the DBHR-GAIN-SS form.
- 25 d. The results of the GAIN-SS screening, including refusals and anywhere the Individual
26 was unable to complete, must be reported to DBHR through the Behavioral Health
27 Data Store.
- 28 e. Contractor must complete a co-occurring mental health and substance use disorder
29 assessment, consistent with training provided by DBHR and outlined in SAMHSA
30 Publication Substance Abuse Treatment For Persons With Co-Occurring Disorders, A
31 Treatment Improvement Protocol TIP 42, to determine a quadrant placement for the
32 Individual when the Individual scores a two (2) or higher on either of the first two
33 scales (ID Screen & ED Screen) and two (2) or higher on the third (SD Screen).
 - 34 i. The assessment is required during the next outpatient treatment planning
35 review following the screening and as part of the initial evaluation at free-
36 standing, non-hospital, evaluation and treatment facilities.
 - 37 ii. The quadrant placements are defined as:
 - 38 1) Less severe mental health disorder/less severe substance use disorder.
 - 39 2) More severe mental health disorder/less severe substance use disorder.
 - 40 3) Less severe mental health disorder/more severe mental health disorder.
 - 41 4) More severe mental health disorder/more severe substance use
42 disorder.

1 DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
2

- 3 a. All new intakes.
- 4 b. The provision of each crisis episode of care including ITA investigations services, except
5 when:
 - 6
 - 7 i. Service results in a referral for an intake assessment.
 - 8 ii. Service results in an involuntary detention under RCW 71.05 or 71.34.
 - 9 iii. Contact is by telephone only.
 - 10 iv. Professional conducting the crisis intervention or ITA investigation has
11 information the individual completed a GAIN-SS screening within the previous
12 12 months.
 - 13

14 **3. MEDICAL NECESSITY AND SECOND OPINION**

15 Contractor shall make the determination of medical necessity. Contractor shall ensure
16 individuals have the right to a second opinion in accordance with North Sound BHO’s policy
17 and procedure. Contractor shall develop specific written procedures consistent with North
18 Sound BHO’s policy or use North Sound BHO’s policy and notify North Sound BHO of any
19 individual seeking a second opinion. Contractor shall be responsible for arranging and
20 monitoring all second opinion services under this Contract.
21

22 **4. OUTPATIENT INITIAL AUTHORIZATION AND CONTINUED SERVICE AUTHORIZATION**

23 In accordance with North Sound BHO’s operating policies:
24

- 25 a. When an individual meets the criteria set out in policy and procedure and within
26 available resources they will be authorized for limited outpatient services by North
27 Sound BHO.
- 28 b. North Sound BHO shall notify Contractor in writing of those authorized to receive
29 Contractor services and will provide contact person(s) for purposes of North Sound
30 BHO service authorization. Contractor shall appoint a contact person to receive
31 authorization notification.
- 32 c. If an expedited assessment is needed it will be provided as rapidly as is medically
33 necessary, in accordance with North Sound BHO’s Authorization and Assessments for
34 Ongoing Services Policy and Procedure.
- 35 d. If Contractor believes criteria are not met, Contractor will send North Sound BHO
36 clinical information necessary to allow North Sound BHO to make a determination of
37 clinical eligibility.
- 38 e. If an individual is determined by North Sound BHO to not meet clinical eligibility
39 requirements, North Sound BHO shall notify the individual of the decision with a
40 Notice of Determination and his/her rights to file a grievance.
41

1 **5. SPECIALTY OUT OF NETWORK SERVICES**

2 Authorization and payment for specialty out-of-network services will be authorized and paid
3 for by Contractor. With the exception of out-of-network residential and/or services that
4 exceed North Sound BHO Fee for Service standard rates, in these instances, Contractor shall
5 have pre-approval from North Sound BHO Care Coordinator prior into entering into an
6 Contract for out-of-network specialty services.
7

8 North Sound BHO shall authorize and pay for specialty out-of-network services outside the
9 State of Washington and in other limited situations authorized by North Sound BHO. The
10 arrangement and monitoring of all said services will be the responsibility of Contractor.
11 Contractor shall coordinate and provide updates to North Sound BHO upon request.
12

13 **6. QUALITY CLINICAL CARE, TIMELY ACCESS, INTAKE EVALUATIONS AND INDIVIDUALIZED**
14 **RESILIENCY/RECOVERY SERVICE PLANS (IRSP)**

15 In addition to requirements listed elsewhere in the contract, North Sound BHO policy and
16 procedures and within available resources, Contractor shall:
17

- 18 a. Provide individuals access to services based on the individual’s needs and medical
19 necessity within available resources per North Sound BHO’s policies and procedures.
- 20 b. Ensure medically necessary services are not contingent upon full completion of intake
21 evaluations.
- 22 c. Ensure:
 - 23
 - 24 i. Contractor must at a minimum offer a substance use disorder assessment by a
25 CDP/CDPT within ten (10) business days of an Enrollee request.
 - 26 ii. The Contractor must not refer a Washington Apple Health Enrollee to the
27 Enrollee’s Apple Health managed care plan for mental health services if the
28 Enrollee is determined to be eligible based on medical necessity and the Access
29 to Care Standards that now include qualifying substance use diagnoses and the
30 American Society of Addiction Society of Addiction Medicine (ASAM) Criteria.
 - 31 iii. The ability to provide an intake evaluation and provide services to individuals in
32 their residence, including adult family homes, assisted living facilities, or skilled
33 nursing facilities, including individuals being discharged from a State hospital or
34 E&T facilities to such placements when the individual requires an on-site
35 service due to medical needs or lack of transportation.
 - 36 iv. Co-Occurring screening and assessment is initiated and completed in
37 compliance with North Sound BHO Co-occurring Screening and Assessment
38 Policy and Procedure.
 - 39 v. Routine behavioral health services are offered to occur within 14 calendar days
40 of a determination of eligibility. An extension is possible on request by the
41 individual. A total of 28 calendar days from the initial request for services until
42 the first routine appointment is offered is the expected period of time.
 - 43 vi. When services occur in BHA/CMHA’s office, wait time does not exceed one (1)
44 hour beyond the time of the scheduled appointment.

- vii. An appointment is offered to each individual for a face-to-face contact within seven (7) days of discharge from community inpatient care.
- viii. Data/reports will be available to substantiate compliance with the above requirements as requested by North Sound BHO.

- d. Ensure prior authorization is not required for emergency services;
- e. Access to services in accordance with WAC 388-865-0415 and 388-877-0420, Contractor must document and otherwise ensure eligible individuals have access to age and culturally competent services when and where those services are needed. They must:

- i. Identify and reduce barriers to people getting the services where and when they need them;
- ii. Comply with Americans with Disabilities Act (ADA) and Washington State Antidiscrimination Act, chapter 49.60 RCW;
- iii. Ensure services are timely, appropriate and sensitive to the age, culture, language, gender and physical condition of the individual;
- iv. Provide alternative service delivery models to make services available to underserved persons as defined in WAC 388-865-0150 and 388-877-0420;
- v. Provide access to telecommunication devices or services and certified interpreters for deaf or hearing impaired individuals and limited English proficient individuals;
- vi. Bring services to the individual or locate services at sites where transportation is available to individuals; and
- vii. Ensure compliance with all Federal and State nondiscrimination laws, rules and plans.

- f. Individual Recovery Service Plan – In accordance with WAC 388-865-0425 and 388-877-620, Contractor must provide individuals with a plan, herein referenced IRSP that meets the individual’s unique needs. Individualized and tailored care is a planning process that may be used to develop a person-centered, strength-based, IRSP. The IRSP must:

- i. Be developed collaboratively with the individual and other people identified by the individual within 30 days of starting community support services. The IRSP should be in language and terminology that is understandable to individuals and their family and include goals that are measurable.
- ii. Individuals shall be actively involved in the development of their individualized IRSP, advance directives for psychiatric care and crisis plans
- iii. At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the individual sees their progress. Contractor must be able to demonstrate how this requirement is implemented and monitored.

- iv. The IRSP identifies medical concerns and plans to address them.
- v. Address age, cultural, or disability issues of the individual.
- vi. Include measurable goals for progress toward rehabilitation, recovery and reintegration into the mainstream of social, employment and educational choices involving other systems when appropriate.
- vii. Address the overall identified needs of the individual, including those that are best met by another service delivery system, such as education, primary medical care, child welfare, drug and alcohol, developmental disabilities, aging and adult services, corrections and juvenile justice as appropriate. Contractor must ensure there is coordination with the other service delivery systems responsible to meeting the identified needs.
- viii. Demonstrate the provider has worked with the individual and others at the individual's request to determine needs in the following life domains:
 - a) Housing;
 - b) Food;
 - c) Income;
 - d) Health and dental care;
 - e) Transportation;
 - f) Work, school, or other daily activities;
 - g) Social life; and
 - h) Referral services and assistance in obtaining supportive services appropriate to treatment, such as substance abuse.
- g. Document review by person developing the plan and the individual. The plan must be completed or approved by a professional appropriately credentialed or qualified to provide mental health and/or substance use disorder service. If the person developing the plan is not qualified as required per WAC 388-865-405(5) and 388-877-0620 and is not supervised by credentialed and/or qualified professional then there must be documentation of a consultation with the appropriate professional.
- h. Document review and update at least every 180 days or more often at the request of the individual.

7. TRANSITION AGE YOUTH

Contractor shall maintain a process for addressing the needs of transition age youth (ages 16-21). The process must contain or address:

- a. A comprehensive transition plan linked across systems that identify goals, objectives, strategies, supports and outcomes.
- b. Individual behavioral health needs in the context of a transition age youth, which include supported transition to meaningful employment, post-secondary education, technical training, housing, community supports, natural supports and cross-system coordination with other system providers.

- c. Youth who require continued services in the adult behavioral health system and must identify transitional services that allow for consistent and coordinated services and supports for young people and their parents.
- d. Developmentally and culturally appropriate adult services that are relevant to the individual or population.

8. CULTURAL CONSIDERATIONS

Contractor must participate in and cooperate with North Sound BHO efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care (Exhibit B). The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. (42 CFR 483.206(c)(2))

At a minimum, the Contractor must:

- a. Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each individual with limited English proficiency at all points of contact, in a timely manner during all hours of operation. (CLAS Standard 4);
- b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);
- c. Inform all individuals of the availability of language assistance services clearly and in the preferred language, verbally and in writing. (CLAS Standard 6);
- d. Ensure the competency of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
- e. Provide easy-to-understand print and multimedia materials, and signage in the languages commonly used by the populations in the service area, presented in an easily understood format. (CLAS 8);
- f. Establish culturally and linguistically appropriate goals in collaboration with North Sound BHO. (CLAS Standard 9);
- g. Conduct ongoing assessments of the agency’s CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities in collaboration with North Sound BHO. (CLAS Standard 10);

Contractor must post a translated copy of the following documents in each of the DSHS-prevalent languages (Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese, Arabic, Amharic, Punjabi, Ukrainian).

- a. The Washington Medicaid Behavioral Health Benefits Booklet’s section entitled “Your Rights as a Person Receiving Medicaid Behavioral Health Services,” and Statement of Individual Participant Rights, as detailed in WAC 388-877-0600(1).

- b. The Contractor must post a multilingual notice in each of the DSHS prevalent languages, which advises Enrollees that information is available in other languages and how to access this information.
- c. The Contractor must provide written translations of all written information including, at a minimum, applications for services, consent forms, and Notices of Action in each of the DSHS-prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington; based on the most recent U.S. census DSHS has determined based on this criteria that Spanish is the currently required language. The Contractor must provide availability of translated documents at all times for distribution.
- d. The Contractor must provide copies of the generally available materials including, at a minimum applications for services, consent forms, and Notices of Action in alternative formats that take into consideration the needs of those who have limited vision or impaired reading proficiency.
- e. The Contractor and affiliated service providers must maintain a log of all Enrollee requests for interpreter services, or translated written material.

9. ALLIED SYSTEMS COORDINATION

Contractor must comply with and at the request of North Sound BHO participate in the identification and development of Allied System Coordination plans. The coordination plans are intended to enable coordination of services and appropriate management of care for individuals.

Contractor shall comply with published directives from DBHR when North Sound BHO, Contractor, or its subcontractors are unable to resolve local disputes with other service systems (Apple Health, other DSHS administrations as provided by DBHR) regarding service or cost responsibilities.

10. PRIMARY CARE COORDINATION

Contractor must ensure that individuals with complex medical needs, who have no assigned Primary Care Provider (PCP), are assisted in obtaining a PCP. For individuals who already have a PCP, Contractor must coordinate care as needed. Contractor must also ensure that coordination for those with complex medical needs is tracked through the treatment plan and progress notes.

11. SUBSTANCE USE DISORDER SERVICE TRANSITION

Contractor shall ensure all individuals in SUD services remain in a course of treatment that began prior to April 1, 2016 for up to 60 days or based on ASAM criteria as follows:

- a. The course of treatment is complete; or
- b. The Contractor evaluates the individual and determines that services are no longer necessary; or
- c. The Contractor determines that a different course of treatment is indicated.

1 **12. CRISIS SERVICES COORDINATION AND COOPERATION**

2 Contractor shall coordinate and cooperate with providers in North Sound BHO’s crisis service
3 network to ensure the continuity of care.
4

5 **13. DISASTER RESPONSE**

6 Contractor must participate in all disaster preparedness activities and respond to
7 emergency/disaster events (i.e., natural disasters, acts of terrorism) when requested by
8 DBHR. Contractor must:
9

- 10 a. Attend DBHR sponsored training regarding the role of the public behavioral health
11 system in disaster preparedness and response.
- 12 b. Participate in local emergency/disaster planning activities when county Emergency
13 Operation Centers and local public health jurisdictions request collaboration.
- 14 c. Provide disaster outreach as defined in Section A, Definition of Terms.
- 15 d. Conduct post-disaster outreach to determine the need for disaster related crisis
16 counseling and assess the availability of local resources in meeting those needs.
- 17 e. Provide the name and contact information to North Sound BHO for person(s)
18 coordinating Contractor’s disaster/emergency preparedness and response upon
19 request.
- 20 f. Provide information and preliminary disaster response plans to North Sound BHO
21 within seven (7) days of a disaster/emergency or upon request.
- 22 g. Partner in disaster preparedness and response activities with North Sound BHO, DBHR
23 and other DSHS entities, State Emergency Management Division, Federal Emergency
24 Management Agency, American Red Cross and other volunteer organizations. This
25 must include:
26
 - 27 i. Participation when requested in local and regional disaster planning and
28 preparedness activities.
 - 29 ii. Coordination of disaster outreach activities following an event.

30
31 **14. CONFIDENTIALITY**

32 Contractor shall not use, publish, transfer, sell, or otherwise disclose any confidential
33 information gained by reason of this Contract for any purpose that is not directly connected
34 with the performance of the services contemplated there under, except:
35

- 36 a. As provided in North Sound BHO policy and procedure; or
- 37 b. As provided by law;
- 38 c. In the case of personal information, as provided by law or with the prior written
39 consent of the person or personal representative of the person who is the subject of
40 the personal information.

41
42 Contractor shall protect and maintain all confidential information gained by reason of this
43 Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires
44 the parties to employ reasonable security measures, which include restricting access to the
45 confidential information by:

- 1 a. Allowing access only to staff that have an authorized business requirement to view
- 2 confidential information.
- 3 b. Physically securing any computers, documents, or other media containing confidential
- 4 information.
- 5

6 To the extent allowed by law, at the end of the Contract term, or when no longer needed, the

7 parties shall return confidential information or certify in writing the destruction of confidential

8 information upon written request by the other party.

9

10 Paper documents with confidential information may be recycled through a contracted firm,

11 provided the contract with the recycler specifies the confidentiality of information will be

12 protected and the information destroyed through the recycling process. Paper documents

13 containing confidential information requiring special handling (i.e., protected health

14 information) must be destroyed through shredding, pulping, or incineration.

15

16 The compromise or potential compromise of confidential information must be reported to

17 North Sound BHO's Privacy Officer within 5 business days of discovery for breaches of less

18 than 500 persons' protected data and 3 business days of discovery for breaches of over 500

19 persons' protected data. The parties must also take actions to mitigate the risk of loss and

20 comply with any notification or other requirements imposed by law.

21

22 **15. GRIEVANCE, APPEAL AND FAIR HEARING PROCESSES**

23 Contractor must implement grievance, appeal and fair hearing processes that are in

24 conformance with North Sound BHO policies and procedures.

25

26 Contractor and its subcontractors shall abide by North Sound BHO grievance, appeal and fair

27 hearing determinations. In addition, Contractor shall:

28

- 29 a. Implement a grievance process that complies with WAC , 388-877A-0420,0440,0450,
- 30 388-877-0605 or any successors;
- 31 b. Coordinate with North Sound BHO grievance process and Ombuds Services;
- 32 c. Provide access to interpreter services and toll free numbers with adequate TTY/TTD
- 33 and interpreter capability;
- 34 d. Provide assistance to individuals filing a grievance; and
- 35 e. Incorporate concerns from grievances into Contractor services without identifying
- 36 individuals.
- 37

38 **16. OMBUDS**

39 Contractor must provide a behavioral health Ombuds as described in WAC 388-865-0250 and

40 RCW 71.24. An entity or subcontractor independent of the BHO Administration must employ

41 the Ombuds and provide for the following:

- a. Separation of personnel functions (e.g. hiring, salary and benefits determination, supervision, accountability and performance evaluations).
- b. Independent decision making to include all investigation activities, findings, recommendations and reports.

17. INFORMATION REQUIREMENTS

The Contractor must provide information to Individuals consistent with WAC 388-877-0650. The Contractor must maintain written policy and procedures addressing all information requirements, and must:

- a. Provide interpreter services for Individuals who speak a primary language other than English for all interactions between the Individual and the Contractor including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Fair Hearing.
- b. The Contractor and affiliated service providers must post a multilingual notice in each of the DSHS-prevalent languages, which advises Enrollees that information is available in other languages and how to access this information in each of the DSHS prevalent languages (Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish, Vietnamese, Arabic, Amharic, Punjabi, and Ukrainian).
- c. The Contractor and affiliated service providers must post a translated copy of the Statement of Individual Participant rights, as detailed in WAC 388-877-0600(1) in each of the DSHS-prevalent languages.
- d. Materials may be provided in English if the Individual’s primary language is other than English, but the Individual can understand English and is willing to receive the materials in English. The individual’s consent to receiving information and materials in English must be documented in the client record.
- e. For Individuals whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Individual’s primary language, having an interpreter read the materials in the Individual’s primary language or providing materials in an alternative format that is acceptable to the Individual. If one of these methods is used it must be documented in the client record.
- f. Ensure that Mental Health Professionals, MHCPs and CDP/CDPTs have an effective mechanism to communicate with Individuals with sensory impairments.
- g. The Contractor must post a translated copy of the Individual rights as provided by DBHR in each of the DSHS-prevalent languages.
- h. Upon an Individual’s request, the Contractor must provide:
 - i. BHA licensure, certification and accreditation status.
 - ii. Information that includes, but is not limited to, education, licensure, and Board certification or re-certification or registration of Mental Health Professionals, MHCPs and CDP/CDPTs.

1 **18. LOCAL RESPONSIVENESS AND COMMUNICATIONS**

2 Contractor shall cooperate with North Sound BHO and Counties in the service area to provide
3 a locally responsive delivery system. Contractor shall provide individuals with referral sources
4 information and education about the referral process, service availability, service population;
5 common symptoms of mental illness, substance use and shall post and make known
6 individual’s rights and responsibilities including grievance, appeal and fair hearing procedures
7 and availability of Ombuds services.
8

9 Contractor shall have written policy and procedures that comply with North Sound BHO’s
10 policies on individuals rights and address the following:
11

- 12 a. Individual behavioral health rights applicable to non-Medicaid individuals as defined in
13 WAC 388-865-0410 and 388-877-0600.
- 14 b. Oral interpretation services provided free of charge to the individual.
- 15 c. Information that states written materials are available when requested in alternate
16 formats. These materials must be available and easily understood by individuals.
17

18 Contractor shall post, in a conspicuous place, a translated copy of the individual’s rights as
19 listed in the Behavioral Health Benefits Booklet in each of DSHS’s prevalent languages. Access
20 to translated copies may be downloaded at: <http://www.dshs.wa.gov/dbhr/pubs.shtml#dbhr>.
21

22 **19. CRITICAL INCIDENTS**

23 Contractor and its subcontractors shall comply with North Sound BHO’s Critical Incident
24 Reporting Policy and Procedure and any successor regarding critical incidents.
25

26 **20. PERFORMANCE PROJECTS**

27 It is North Sound BHO’s expectation that we will meet or exceed all appropriate statewide
28 Performance Improvement Projects (PIP) and Performance Measures (PM). Contractor shall
29 collaborate with the North Sound BHO in identifying and implementing interventions to meet
30 or exceed all measures.
31

32 **21. OUTCOME MEASURES**

33 Contractor shall collaborate with North Sound BHO on identifying and incorporating outcome
34 measurement tools used to measure an individual or group of individual’s recovery and
35 improved wellness.
36

37 Contractor shall participate in meetings/workgroups to determine the target population and
38 measurement tool or tools to be used in the region during this contract cycle.
39

40 **22. EVIDENCE-BASED PRACTICES**

41 Contractor will participate with North Sound BHO/DSHS to increase the use of research and
42 evidence-based practices, with a particular focus on increasing these practices for children
43 and youth as identified through legislative mandates. This includes:
44

- a. Participation in State-sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT/CBT) and CBT-Plus (TF-CBT/CBT+) evidence-based practices including those for which State subsidy of training costs is not available. Contractor is expected to maintain a workforce trained in TF-CBT/CBT+ sufficient to implement the practice in at least one site within Contractor's service area.
- b. Participation in State-sponsored efforts to ensure that the sites offering the TF-CBT/CBT+ evidence-based practice are operated as trauma-informed systems of care.
- c. Contractor must track Evidence-Based and research-based practices following guidelines published by the Washington State Institute of Public Policy (WSIPP).

23. TRAUMA-INFORMED CARE

A majority of the individuals in behavioral health services have experienced some form of trauma in their history. North Sound BHO, in collaboration with regional Contractors, shall create a trauma-informed system of care.

Contractor and North Sound BHO shall address the following during the course of this Contract:

- a. Develop/implement an organizational assessment tool;
- b. Develop/implement a trauma screening tool; and
- c. Provide and participate in regional trauma-informed trainings.

24. QUALITY MANAGEMENT/STRATEGY

Contractor shall participate with North Sound BHO in the implementation, updates and evaluation of DBHR Quality Strategy located on DBHR website that is hereby incorporated by reference.

Contractor shall comply with North Sound BHO's QM/Strategy Plan or any successor incorporated herein as Exhibit K.

Contractor shall ensure its QM activities comply with all applicable law and standards including, but not limited to: WAC 388-865-0280, -0425 and North Sound BHO QM Plan, North Sound BHO Clinical Policies and Procedures or their successors. In addition:

- a. Contractor shall maintain an ongoing, planned, systematic, organization-wide quality management process to design, measure, analyze and improve its performance, including identification of innovations or best practice.
- b. Contractor quality management plan and process, which shall be reviewed and updated by provider as needed but, at a minimum, every six-months, will be audited by North Sound BHO.
- c. Contractor shall ensure Quality Assurance and Quality Improvement data is analyzed, reported and acted upon by its members and affiliates. This shall be demonstrated by written records maintained by Contractor.

1 Contractor shall present to North Sound BHO a QM report integrating all QM program
2 activities and data, in order to facilitate North Sound BHO's determination of the effectiveness
3 of the overall regional system of care, upon request. This report shall be in a mutually agreed
4 format, due 35 days after the end of the six (6)month cycle, and document the results of the
5 Contractor QM plan activities and:
6

- 7 a. Identify areas of efficiency and effectiveness of system operations and the quality of
8 care for individuals;
- 9 b. Identify areas of deficiency with plans to achieve expected improvement; and
- 10 c. Status of implementation of all North Sound BHO approved corrective action plans.

11
12 **25. COORDINATION OF CARE AMONG OUTPATIENT PROVIDERS**

13 Contractor shall comply with North Sound BHO policy on care coordination. Contractor shall
14 procure and maintain written Memorandums of Understanding (MOU), when necessary, with
15 outpatient provider(s) to ensure an individual receives medically necessary services.
16

17 At a minimum, the MOU must State the primary agency and methods of communiqué
18 between agencies to ensure the individual is receiving coordinated care and monitoring.
19

20 MOU will clarify if Contractor and provider disagree about the medical necessity of the
21 outpatient modality, the matter will be brought to North Sound BHO for resolution and North
22 Sound BHO will make the final decision.
23

24 **26. COORDINATION WITH TRIBAL AUTHORITIES**

25 If an enrollee is a Tribal Member of a Washington Tribe and is referred to or presents for non-
26 crisis services and the enrollee or their legal representative consents, efforts must be made to
27 notify the Tribal Authority or Recognized American Indians Organizations (RAIO) to assist in
28 treatment planning and service provision for the enrollee. If the enrollee chooses to be
29 served only by Tribal Behavioral Health Services, Contractor will ensure the enrollee is
30 referred to the appropriate Tribal Behavioral Health Service Provider
31

1 **C. CONTRACTOR RESPONSIBILITIES**

2 Contractor shall have responsibility for the performance of this Contract.

3
4 Contractor shall include community and county input into planning and access to services.

5
6 Contractor shall be held fully responsible for the contractual obligations and performance of its
7 subcontractors. In the performance of these functions, Contractor shall maintain written
8 documentation that verifies each specific responsibility under this Contract has been
9 performed.

10
11 **1. BEHAVIORAL HEALTH AGENCY (BHA)**

- 12
13 a. Contractor meets the licensing requirements of WAC 388-877, 388-877A, 388-877B
14 and licensure has not been denied, revoked/suspended;
- 15 b. Contractor ensures it is an effective, efficient, adequate and accessible BHA/CMHA
16 that is licensed/certified, monitored and capable of providing comprehensive
17 services and be able to demonstrate its ability to carry out the functions required
18 by this Contract; and
- 19 c. Contractor shall cooperate with North Sound BHO's Strategic Plan and efforts to
20 ensure a sufficient number, mix and geographic distribution of BHA/CMHAs,
21 including MHCP/CDP/CDPTs to meet the needs of the anticipated number of
22 enrollees in the service area and provide:
- 23
24 i. Access to an intake evaluation by an MHP and/or CDP/CDPT.
25 ii. An age-appropriate range of medically necessary behavioral health services
26 as identified in the Medicaid State Plan and 1915(b) Medicaid Waiver.
27 iii. A geographic distribution and mix that allows for the access and distance
28 standards, described below to be met.
29

30 **2. CAPACITY**

31 Contractor must notify North Sound BHO in writing of any proposed change in capacity.
32 North Sound BHO must approve any change that results in reduced capacity.

- 33
34 a. A reduction in capacity is defined as the point in time when Contractor is not able
35 to meet all the access standards as defined in this Contract. Events that may affect
36 capacity include: closing of a facility in any geographic area, decrease in the State
37 plan services currently available, decrease in the number or frequency of services,
38 employee strike or other work stoppage related to union activities, or any change
39 that may result in Contractor being unable to provide services for those enrollees
40 who are covered by this Contract.
- 41 b. Contractor shall notify North Sound BHO 30 days prior to implementation/public
42 notice when Contractor adds, changes location, or closes a facility and when the
43 number of staff type/specialty changes at any BHA/CMHA facility by five (5) staff or
44 more. The report shall identify each Contractor facility location/address, number
45 and FTE of individuals providing direct services that are employed or contracted at
46 each location by type/WAC specialty and staff with specialized training/expertise in
47 North Sound BHO identified treatments.

- c. The termination or addition of a subcontract that provides behavioral health services is considered a significant change in the provider network. Contractor must notify North Sound BHO 30 days in advance of public written notice to individuals before Contractor terminates any of its subcontracts with entities that provide direct service.
- d. Contractor must ensure the provision of written notification within 15 days to enrollees receiving services from subcontractor upon written notification of termination by either party.
- e. If either party must terminate a subcontract in less than 30 days, Contractor must notify North Sound BHO as soon as there is a determination to terminate the subcontract and in advance of public notice.
- f. If an event identified in section E.2 occurs, Contractor must submit a plan to North Sound BHO that includes at least the following:
 - i. Notification to Ombuds services;
 - ii. Crisis services plan;
 - iii. Notification plan;
 - iv. Plan for provision of uninterrupted services; and
 - v. Any information released to the media.
- g. Contractor shall demonstrate its performance of this function by maintenance of written records that show routine review and discussion of network maintenance issues by Contractor staff.

3. ACCESS STANDARDS

- a. Ensure individuals can access medically necessary behavioral health services upon request that do not exceed the access standards specified in North Sound BHO policies. A request for behavioral health services is defined as a point in time in which behavioral health services are sought or applied for through a telephone call, walk-in, or written request for behavioral health services.

Urgent and emergent medically necessary behavioral health services (i.e., crisis behavioral health services, stabilization behavioral health services) may be accessed without full completion of intake evaluations/other screening and assessment processes.
- b. Contractor shall demonstrate its performance of this function by maintenance of written records that show routine review and discussion of access standard issues by Contractor staff.
- c. Special Populations – The Contractor must ensure that Individuals who self-identify as having specialized cultural, ethnic, linguistic, disability, or age related needs have those needs addressed.

4. DISTANCE STANDARDS

Contractor shall coordinate with North Sound BHO to ensure travel standards are within the requirements set out in North Sound BHO Policy.

1 **5. RURAL ACCESS**

2 Contractor shall collaborate with North Sound BHO on increasing access to services in
3 underserved areas of the region. Contractor will identify partnerships and collaborations
4 in the rural communities to promote integration and expand service availability.
5

6 Contractor shall enter the address of service for each encounter submitted through North
7 Sound BHO's Consumer Information System (CIS).
8

9 **6. STAFF COMPETENCY AND TRAINING**

10 Contractor and its subcontractors shall comply with North Sound BHO credentialing
11 policies and procedures and shall ensure all staff is qualified for the position they hold and
12 have at a minimum, education, experience and skills to perform their job requirements,
13 per WAC 388-865, 388-877 and 388-877A, including any required licenses or certifications.
14

15 Contractor shall require a criminal history background check pursuant to RCW 43.43.830;
16 832; 834 and 43.20A.710 and WAC 388-877-0500 be completed for all current employees,
17 volunteers and subcontractors and a criminal history background check shall be initiated
18 for all prospective employees, volunteers and subcontractors who may have unsupervised
19 access to children, people with developmental disabilities, or vulnerable adults.
20

21 Contractor shall collaborate with North Sound BHO to implement, maintain and revise the
22 Regional Training Plan or any successor incorporated as Exhibit K.
23

24 Contractor must participate in training when requested by North Sound BHO/DBHR.
25 Requests for North Sound BHO/DBHR to allow an exception to participation in required
26 training must be in writing and include a plan for how the required information will be
27 provided to appropriate Contractor/subcontractor staff.
28

29 **7. RESOURCE AND UTILIZATION MANAGEMENT ACTIVITIES**

30 Contractor shall conduct resource and utilization management activities as requested by
31 North Sound BHO after discussion between Contractor and North Sound BHO to ensure
32 that such activities are reasonable and cost-effective. Such activities will include planning
33 and reporting in a manner that will allow North Sound BHO to ensure that its over- and
34 under-utilization management obligations are met.
35

36 **8. MANAGEMENT INFORMATION SYSTEM**

37 Contractor shall ensure the existence and operation of an electronic health record (EHR)
38 that is compatible with North Sound BHO's CIS and has the capability to transmit data
39 timely and accurately. Contractor shall develop and maintain an information system in
40 comport with Exhibit C and Exhibit U, incorporated herein.

41 North Sound BHO will require Contractor to provide a Business Continuity and Disaster
42 Recovery Plan (BCDRP) that ensures timely reinstatement of the CIS following total loss of
43 the primary system or a substantial loss of functionality. Contractor must submit to North
44 Sound BHO the most recent version of the BCDRP within 30 calendar days of execution of
45 this Contract and within 30 calendar days of Contractor updating their BCDRP.

1 **9. MEDICAID ELIGIBILITY**

2 Contractor shall verify an individual’s Medicaid eligibility monthly. For individuals not
3 currently enrolled in Medicaid, Contractor shall refer individuals to the designated in-
4 person assistor agency in their catchment area. Contractor shall act in accordance with
5 North Sound BHO policy on eligibility verification herein incorporated by reference.
6

7 **10. NORTH SOUND BHO AND DBHR REVIEW ACTIVITIES**

8 Contractor shall ensure that remedial actions required as a result of North Sound
9 BHO/DBHR review activities, as discussed in the Oversight, Remedies and Termination
10 section, are reported and acted upon. This shall be demonstrated by written records
11 maintained by Contractor.
12

13 **11. DELIVERABLES, PLANS AND REPORTS**

14 Contractor must ensure plans or reports required by this Contract, including those
15 outlined in Exhibit M, Deliverables, are provided to North Sound BHO in compliance with
16 the timelines/formats indicated.
17

18 If this Contract requires a report or other Deliverable that contains information that is
19 duplicative or overlaps a requirement of another Contract between the parties, Contractor
20 may provide one (1) report or Deliverable that contains the information required by both
21 Contracts.
22

23 **12. BUSINESS ASSOCIATES AGREEMENT**

24 Contractor shall abide by the provisions of North Sound BHO’s and Contractor’s Business
25 Associates Agreement, Exhibit N.
26

1 **D. FINANCIAL TERMS AND CONDITIONS**

2
3 **1. GENERAL FISCAL ASSURANCES**

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

11
12 **2. FINANCIAL ACCOUNTING REQUIREMENTS**

13 Contractor shall:

- 14
- 15 a. Contractor is required to limit Administration costs to no more than fifteen percent
16 (15%) of the annual revenue supporting the public behavioral health system
17 operated by Contractor. Administration costs shall be measured on a fiscal year
18 basis and based on the information reported in the Revenue and Expenditure
19 reports and reviewed by North Sound BHO
 - 20 b. Establish and maintain operating reserves at prudent levels sufficient to ensure
21 Contractor has the ability to pay for all expenses incurred during this Contract
22 period, including those whose disposition occurs after the Contract has been
23 terminated and to cover the risk of financial loss resulting in the event the cost of
24 providing services pursuant to this Contract exceeds the revenues derived
25 therefrom;
 - 26 c. Ensure all funds, including interest earned, provided pursuant to this Contract are
27 used to support the public behavioral health system within the service area.
 - 28 d. Reimburse within 60 calendar days subcontractors and any crisis service providers
29 accessed by individuals while out-of-the-state.
 - 30 e. Contractor shall produce annual audited financial statements upon completion and
31 make such reports available to North Sound BHO upon request.
- 32

33 **3. FINANCIAL REPORTING**

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

- 35
- 36 a. Report Contractor and subcontract revenue and expenditure information to North
37 Sound BHO on a biannual basis. Reports must comply with the provisions in the
38 Budget, Accounting and Reporting System (BARS) Supplemental Instructions for
39 Behavioral Health Services promulgated by Washington State Auditor's Office.
40 Reports are due within 30 days of the quarter end (quarters ending in December
41 and June of each year).
 - 42 b. Contractor shall participate in North Sound BHO/DBHR Unit Cost Surveys and
43 actuarial studies, when required by North Sound BHO/DBHR.
- 44

1 **4. COUNTY FUNDING**

2 Funds received by Contractor from any one or more of the service area counties
3 specifically for the purpose of providing services to individual county programs during the
4 term of this Contract are not intended to reduce or supplant funds provided under this
5 Contract. County funds shall be used as additional funds in furnishing those additional
6 local services for which such county funds were provided.
7

8 **5. RULES COMPLIANCE**

9 Contractor shall:

- 10
- 11 a. Contractor shall have a sliding fee scale which is posted and accessible to staff and
12 service recipients and does not require payment from service recipients with
13 income levels equal to or below the grant standards for the general assistance
14 program of the State of Washington;
 - 15 b. Submit the amount spent throughout the service area on specific items at the
16 request of North Sound BHO, Centers for Medicare and Medicaid Services (CMS),
17 legislature, or DSHS in the timeframe specified;
 - 18 c. Account for public behavioral health expenditures under this Contract in
19 accordance with Federal circular A-133, A-122, A-87 and State requirements in
20 accordance with BARS Manual and BARS Supplemental Instructions or any
21 successor
 - 22 d. Limit administration costs incurred by Contractor and all subcontractors to no
23 more than 15% of the consideration provided under this contract in any State fiscal
24 year. Administration costs must be measured on a State fiscal year basis according
25 to the reported information submitted by Contractor in its Revenue and
26 Expenditure reports (Exhibit O) and reviewed by North Sound BHO.
27

28 **6. LIABILITY FOR PAYMENT AND THE PURSUIT OF THIRD PARTY REVENUE**

29 Contractor shall be responsible for developing financial processes that enable them to
30 reasonably ensure all third-party resources available to individuals are identified and
31 pursued in accordance with the reasonable collection practices which Contractor's apply
32 to all other payers for services covered under this Contract. North Sound BHO shall
33 actively provide Contractor support in the pursuit of third-party payments for all services
34 including crisis services.
35

36 Contractor shall maintain necessary records to document all third-party resources and
37 report to North Sound BHO on a biennial basis or upon the reasonable request of North
38 Sound BHO, the amount of such third-party resources collected for all service recipients
39 during the quarter by source of payment.
40

41 **7. FRAUD AND ABUSE**

42 Fraud means an intentional deception or misrepresentation made by a person with the
43 knowledge that the deception could result in some unauthorized benefit to himself or
44 some other person and includes any act that constitutes fraud under applicable federal or
45 state law. Abuse means provider actions that are inconsistent with sound fiscal, business,

1 or medical practices and result in an unnecessary cost to the Medicaid program or in
2 reimbursement for services that are not Medically Necessary or that fail to meet
3 professionally recognized standards for health care. Contractor shall do the following to
4 guard against Fraud and Abuse:

- 5
- 6 a. Create and maintain a mandatory compliance plan that includes provisions to
7 educate staff and providers of the False Claims Act (31 U.S.C. 3729-3733) and
8 whistle blower protection.
- 9 b. Develop written policies, procedures and standards of conduct that articulates
10 Contractor's commitment to comply with all applicable federal and state
11 standards.
- 12 c. Designate a compliance officer and a compliance committee that is accountable to
13 senior management.
- 14 d. Provide effective ongoing training and education for the compliance officer,
15 Contractor staff, and selected staff of the BHAs.
- 16 e. Facilitate effective communication between the compliance officer, the
17 Contractor's employees, and the Contractor's network of BHAs.
- 18 f. Enforce standards through well-publicized disciplinary guidelines.
- 19 g. Conduct internal monitoring and auditing.
- 20 h. Respond promptly to detected offense and develop corrective action initiatives.
- 21 i. Report fraud and/or abuse information to North Sound BHO as soon as it is
22 discovered, including the source of the complaint, the involved BHA, nature of
23 fraud or abuse complaint, approximate dollars involved, and the legal and
24 administrative disposition of the case.

25

26 Complaints and reports should be directed to the contact listed below.

27

28 Compliance Officer
29 301 Valley Mall Way, Suite 110
30 Mt. Vernon, WA 98273-5462
31 360.416.7013
32 1.800.684.3555
33 Compliance_officer@northsoundbho.org

34

35 **8. INDIVIDUAL RIGHTS AND PROTECTIONS**

36 Contractor and subcontractors must comply with any applicable federal and state laws
37 that pertain to individual rights and require that its staff takes those rights into account
38 when furnishing services to Individuals. Any changes to applicable law must be
39 implemented within ninety (90) calendar days of the effective date of the change.

40

41 Contractor must require that Mental Health Professionals, MHCPs, and CDP/CDPTs acting
42 within the lawful scope of their practice, and not prohibited or restricted from advising or
43 advocating on behalf of an Enrollee with respect to:

44

- a. The Individual's behavioral health status.
- b. Receiving all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a Culturally Competent manner.
- c. Any information the Enrollee needs in order to decide among all relevant behavioral health treatment options.
- d. Receiving information about the risks, benefits, and consequences of behavioral health treatment (including the option of no behavioral health treatment).
- e. The Individual's right to participate in decisions regarding his or her behavioral health care, including the right to refuse behavioral health treatment and the express preferences about future treatment decisions.
- f. The Individual's right to be treated with respect and with due consideration for his or her dignity and privacy.
- g. The Individual's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation, the Enrollee's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR 164.
- h. Individual's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the BHO, BHA, CDP/CDPT or MHCP treats the Individual.
 - i. Contractor must provide or purchase age and linguistically, and Culturally Competent behavioral health services for Individuals.
 - j. Individual service plans must be developed in compliance with WAC 388-877-0620.
 - k. The Contractor must require that Individuals are included in the development of their individualized service plans, advance directives for psychiatric and substance use disorder care and crisis plans.
 - i. This must include, but not be limited to, children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
 - ii. At a minimum, treatment goals must include the words of the Individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the Individual sees progress.

9. QUALITY REVIEW TEAM

North Sound BHO will establish and maintain a Quality Review Team that is independent as set forth in WAC 388-865-0282. The Quality Review Team will include current individuals served by the behavioral health system, past recipients or family members.

The team will work with North Sound BHO to identify areas in the system of care for evaluation and/or improvement. Contractor must cooperate with Quality Review Activities and provide access to their facilities, personnel, and records.

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 (i.e., External Quality Review Organizations), have the authority to
7 conduct announced and unannounced: a) surveys; b) audits; c) reviews of compliance
8 with licensing and certification requirements and compliance with this Contract; 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 Contract.

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, ensure Contractor has the
17 clinical, administrative and fiscal structures to enable them to perform in accordance with
18 the terms of the contract. Such reviews may include, but are not limited to, encounter
19 data validation, utilization reviews, clinical record reviews, administrative structures
20 reviews, fiscal management and contract compliance. Reviews may include desk reviews,
21 requiring Contractor to submit requested information. North Sound BHO will also review
22 any activities delegated under this contract to Contractor.

23
24 Contractor shall cooperate with and allow access to North Sound Regional Ombuds to
25 review activities in accordance with the terms of this contract and in accordance with
26 Exhibit P. Contractor shall cooperate with Community Action of Skagit County in resolving
27 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. CAP 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. CAP must include:
 - i. A brief description of the finding.
 - ii. Specific actions to be taken, timetable, description of the monitoring to be performed, steps taken and responsible individuals that will reflect the resolution of the situation.
- b. CAP may:
 - i. Require modification of any policies or procedures by Contractor relating to the fulfillment of its obligations pursuant to this Contract.
- c. CAP 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.
- d. Contractor agrees North Sound BHO may initiate remedial action with or without a CAP as outlined in subsection below if North Sound BHO determines any of the following situations exist:
 - i. A problem exists that poses a threat to the health or safety of any person or poses a threat of property damage/incident has occurred that resulted in injury or death to any person/resulted in damage to property;
 - ii. Contractor has failed to perform any of the behavioral health services required in this Contract, which includes the failure to maintain the required capacity as specified by North Sound BHO to ensure individuals receive medically necessary services, including delegated functions; *except*, that no remedial action pursuant to subsection (e) hereof shall be taken if such failure to maintain required capacity is due to any interruption in, or depletion of, the available amount of money to Contractor as described in Exhibit Q of this contract for purposes of performing services to enrollees as described in Section B of this contract; however, in such an instance, North Sound BHO may terminate all or part of this contract on as little as 30 days written notice.
 - iii. Contractor has failed to develop, produce/deliver to North Sound BHO any of the statements, reports, data, data corrections, accountings, claims and/or documentation described herein in compliance with all the provisions of this Contract;
 - iv. Contractor has failed to perform any administrative function required under this Contract including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of behavioral health services;

- 1 v. Contractor has failed to implement corrective action required by the State
2 and within North Sound BHO prescribed timeframes.
3
- 4 e. North Sound BHO may impose any of the following remedial actions in response to
5 findings of situations as outlined above:
6
- 7 i. Withhold one percent of the next monthly payment and each monthly
8 payment thereafter until the corrective action has achieved resolution.
9 North Sound BHO, at its sole discretion, may return a portion or all of any
10 payments withheld once satisfactory resolution has been achieved;
 - 11 ii. Compound withholdings identified above by an additional one-half of one
12 percent for each successive month during which the remedial situation has
13 not been resolved;
 - 14 iii. Revoke delegation of any function delegated under this contract;
 - 15 iv. Deny any incentive payment to which Contractor might otherwise have
16 been entitled under this Contract or any other arrangement by which DBHR
17 provides incentives; or
 - 18 v. Termination for Default, as outlined in this Contract.
19

20 **3. ADDITIONAL FINANCIAL PENALTIES – DBHR IMPOSED SANCTIONS**

21 Financial penalties imposed by DBHR or other regulatory agency due to the action or
22 inaction of Contractor may be paid by North Sound BHO on behalf of Contractor and the
23 amount will be withheld from North Sound BHO's payments to Contractor.
24

25 **4. TERMINATION DUE TO CHANGE IN FUNDING**

26 In the event funding from state, federal, or other sources is withdrawn, reduced, or
27 limited in any way after the effective date of this Contract and prior to its normal
28 completion, either party may terminate this Contract subject to re-negotiations.
29

30 **5. TERMINATION FOR CONVENIENCE**

31 Except, as otherwise provided in this Contract, North Sound BHO may terminate this
32 Contract in whole or in part for convenience by giving Contractor at least 30 calendar days'
33 written notice addressed to the Contractor's Program Administrator (or her/his successor)
34 listed on the last page of this Contract. Contractor may terminate this Contract for
35 convenience by giving North Sound BHO at least 30 calendar days' written notice
36 addressed to North Sound BHO's Program Administrator or his/her successor listed on the
37 last page of this Contract.
38

39 **6. TERMINATION FOR DEFAULT**

40 North Sound BHO's Program Administrator may terminate this Contract for default, in
41 whole or in part, by written notice to Contractor if North Sound BHO or DSHS has a
42 reasonable basis to believe that Contractor has:
43

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

Before the Program Administrator may terminate this Contract for default, North Sound BHO shall provide Contractor with written notice of non-compliance with this Contract and provide Contractor a reasonable opportunity to correct non-compliance. If Contractor does not correct non-compliance within the period of time specified in the written notice of non-compliance, the Program Administrator may then terminate this Contract. The Program Administrator may terminate this Contract for default without such written notice and without opportunity for correction if North Sound BHO has a reasonable basis to believe an individual's health or safety is in jeopardy and/or:

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

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

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

7. TERMINATION PROCEDURE

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

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

- 1 b. Contractor and any applicable subcontractors shall immediately deliver to North
2 Sound BHO's Program Administrator or his/her successor, all North Sound
3 BHO/DSHS assets (property) in Contractor and any applicable subcontractor's
4 possession and any property produced under this Contract. Contractor and any
5 applicable subcontractors' grants North Sound BHO/DSHS the right to enter upon
6 Contractor and any applicable subcontractors premises for the sole purpose of
7 recovering any North Sound BHO/DSHS property Contractor and any applicable
8 subcontractors fail to return within 10 working days of termination of this
9 Contract. Upon failure to return North Sound BHO/DSHS property within 10
10 working days of the termination of this Contract, Contractor and any applicable
11 subcontractors shall be charged with all reasonable costs of recovery, including
12 transportation and attorney's fees. Contractor and any applicable subcontractors
13 shall protect and preserve any property of North Sound BHO/DSHS that is in the
14 possession of Contractor and any applicable subcontractors pending return to
15 North Sound BHO/DSHS.
- 16 c. North Sound BHO shall be liable for and shall pay for only those services authorized
17 and provided through the date of termination. North Sound BHO may pay an
18 amount agreed to by the parties for partially completed work and services, if work
19 products are useful to or usable by North Sound BHO.
- 20 d. If the Program Administrator terminates this Contract for default, North Sound
21 BHO may withhold a sum from the final payment to Contractor that North Sound
22 BHO determines is necessary to protect North Sound BHO against loss or additional
23 liability occasioned by the alleged default. North Sound BHO shall be entitled to all
24 remedies available at law, in equity, or under this Contract. If it is later determined
25 Contractor was not in default, or if Contractor terminated this Contract for default,
26 Contractor shall be entitled to all remedies available at law, in equity, or under this
27 Contract.
- 28 e. If Contractor terminates this Contract, North Sound BHO will require the spend-
29 down of all remaining state fund reserves and fund balance within the termination
30 period. State funds shall be deducted from the final months' payments until
31 reserves and fund balances are spent.

32 **8. NOTICE REQUIREMENTS**

33 Either party to this Contract must provide 180 days' notice of any issue that may cause the
34 party to voluntarily terminate, refuse to renew, or refuse to sign a mandatory amendment
35 to this Contract.
36
37

- 38 a. If Contractor at any time decides it shall no longer be a Contractor with North
39 Sound BHO for any reason, Contractor must provide North Sound BHO's Program
40 Administrator or his/her successor listed on the last page of this Contract with
41 written notice at least 90 days prior to the effective date of termination and work
42 with North Sound BHO to develop a mutually agreed upon transition plan with the
43 collaborative goal of minimizing the disruption of services. The transition plan shall
44 address all issues leading to the transition of individuals in service and all
45 items/requirements of Contractor that extend beyond the termination of services.

1 b. North Sound BHO must provide Contractor's Program Administrator or his/her
2 successor listed on the last page of this Contract with written notice at least 90
3 days prior if North Sound BHO decides to voluntarily terminate, refuses to renew,
4 or refuses to sign a mandatory amendment to this Contract. Contractor shall work
5 with North Sound BHO to develop a mutually agreed upon transition plan with the
6 collaborative goal of minimizing the disruption of services.
7

8 If Contractor terminates this Contract or will not be entering into any subsequent
9 Contracts, North Sound BHO shall require at least 90 days' notice prior to the end of the
10 contract if a decision is made not to enter into a subsequent Contract. Any funds not
11 spent for the provision of services under this Contract shall be returned to North Sound
12 BHO within 60 days of the last day this Contract is in effect.

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

2
3 **1. BACKGROUND**

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

17
18 **2. MUTUAL COMMITMENTS**

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

25
26 **3. ASSIGNMENT**

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

33
34 **4. AUTHORITY**

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

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 whether or not a specific citation is
4 identified in various sections of this Contract and all amendments thereto that are in
5 effect when the Contract is signed or come into effect during the term of the Contract
6 which may include, but are not limited to, the following (Federal/State law):
7

- 8 a. Title XIX and Title XXI of the Social Security Act and Title 42 CFR.
9 b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
10 c. All local, Federal and State professional and facility licensing and certification
11 requirements/standards that apply to services performed under the terms of this
12 Contract.
13 d. All applicable standards, orders, or requirements issued under Section 306 of the
14 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
15 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
16 CFR Part 15), which prohibit the use of facilities included on the EPA List of
17 Violating Facilities. Any violations shall be reported to DSHS, DHHS and the EPA.
18 e. Any applicable mandatory standards and policies relating to energy efficiency,
19 which are contained in the State Energy Conservation Plan, issued in compliance
20 with the Federal Energy Policy and Conservation Act.
21 f. Those specified for laboratory services in the Clinical Laboratory Improvement
22 Amendments (CLIA).
23 g. Those specified in Title 18 RCW for professional licensing.
24 h. Reporting of abuse as required by RCW 26.44.030.
25 i. Industrial insurance coverage as required by Title 51 RCW.
26 j. RCW 38.52, 70.02, 71.05, 71.24, and 71.34.
27 k. WAC 388-865 and 388-877, 877A.
28 l. 42 CFR 438, including 438.58 (conflict of interest) and 438.106 (physician incentive
29 plans).
30 m. State of Washington Medicaid State Plan and 1915(b) Medicaid Behavioral Health
31 Waiver or their successors which documents are incorporated by reference.
32 n. DBHR Quality Strategy.
33 o. State of Washington behavioral health system mission statement, value statement
34 and guiding principles for the system, attached hereto as Exhibit D.
35 p. State Medicaid Manual (SMM), OMB Circulars, BARS Manual and BARS
36 Supplemental Behavioral Health Instructions.
37 q. 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 to individuals.
40 r. DSHS Administrative policies, to the extent they are applicable to this contract. 42
41 USC 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security Act)
42 which prohibits making payments directly or indirectly to physicians or other
43 providers as an inducement to reduce or limit behavioral health services provided
44 to individuals.

- s. Any policies and procedures developed by DSHS/Health Care Authority which governs the spend-down of an individual's assets.
- t. 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, CMHA, or subcontractor's equity or an employee, Contractor, or consultant who is significant or material to the provision of services under this Contract who has been or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any Federal agency.
- u. Federal and state non-discrimination laws and regulations.
- v. HIPAA (45 CFR parts 160-164).
- w. DBHR-CIS Data Dictionary and its successors.
- x. 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 (Exhibit L) changes.

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 Contract that are in effect when the Contract is signed or come into effect during the term of the Contract. North Sound BHO policies shall not exceed that required to implement Federal and State requirements or to implement continuous quality improvement efforts determined by the Integrated QM Process as approved by North Sound BHO's Board. All proposed new policies shall specifically reference the Federal or State requirements they implement and shall be limited to such requirements. North Sound BHO shall notify Contractor of any proposed change in Federal or State requirements affecting this Contract immediately upon North Sound BHO receiving knowledge of such change. Such policies shall include, but not limited to:

- a. North Sound BHO Core Values and Principles attached hereto as Exhibit J provide a framework of principles for the regional system and Contractor shall take these principles into account when providing services under this Contract.
- b. Contractor and its subcontractors must recognize the unique social/legal status of Indian nations as required by both the Supremacy and Indian Commerce Clauses of the United States Constitution, Federal treaties, executive orders, Indian Citizens Act of 1924 statutes and federal and state court decisions, or any Memorandum of Contract or MOU signed by State of Washington and federally recognized tribe of recognized organization; shall maintain compliance with Exhibit G, DSHS Admin. Policy No. 7.01 American Indian Policy or any successor pursuant to the Centennial Accord between Washington State Government and Washington Tribes and maintain compliance with North Sound BHO 7.01 Plan or any successor incorporated as Exhibit G.

- c. North Sound BHO's Strategic Plan.
- d. North Sound BHO's clinical policies and procedures including crisis services policies.
- e. North Sound BHO's medical records documentation and data reporting policies and procedures.
- f. North Sound BHO's QM/Strategy Plan.
- g. North Sound BHO individual rights policies and procedures including grievance, appeal and fair- hearing policies.
- h. Any other policies designated by North Sound BHO as applicable to Contractor.

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 policies and procedures are posted on North Sound BHO's website as indicated on Exhibit K. North Sound BHO shall notify Contractor of new and revised policies through its Numbered Memoranda. Training will be provided on policies that impact providers, upon request.

In the event there is a disagreement between North Sound BHO and Contractor in an operational committee regarding a proposed new policy or modification to a current policy, the following process will apply:

- a. North Sound BHO will provide a summary of the regulatory requirement or other rationale for the proposed policy or policy modification.
- b. Contractor will provide an analysis of its objection to the proposed policy or policy modification within 30 days from the receipt of North Sound BHO's summary. If the objection is primarily due to increased cost, Contractor will provide substantiation of the additional costs and, if possible, an alternative to achieving the policy goal in a less costly manner.
- c. The proposed policy or policy modification will be discussed at the next Regional Management Council.
- d. If resolution is not obtained, the proposed policy or policy modification will be discussed at the next QMOC meeting.
- e. If resolution is not obtained, the proposed policy or policy modification will be discussed at the next North Sound BHO Board meeting.

North Sound BHO will make best efforts to maintain currency of policies with applicable Federal or State laws, regulations, or policies. In the event of a conflict, Federal or State laws or policies supersede North Sound BHO policies and procedures and requirements of this contract.

1 **7. CONFIDENTIALITY OF PERSONAL INFORMATION**

2 Contractor must protect all Personal Information, records, and data from unauthorized
3 disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05,
4 71.34 and for individuals receiving substance use disorder services, in accordance with 42
5 CFR Part 2 and RCW 70.96A. Contractor shall have a process in place to ensure that all
6 components of its provider network and system understand and comply with
7 confidentiality requirements for publicly funded behavioral health services. Pursuant to
8 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients
9 may be disclosed for purposes directly connected with the administration of this Contract.
10 Such purposes include, but are not limited to:

- 11 a. Establishing eligibility;
- 12 b. Determining the amount of medical assistance;
- 13 c. Providing services for recipients;
- 14 d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding
15 related to the administration of the State Medicaid Plan;
- 16 e. Assuring compliance with Federal and State laws and regulations and with terms
17 and requirements of this Contract; and/or
- 18 f. Improving quality.

19
20
21 Contractor shall comply with all confidentiality requirements of HIPAA (45 CFR 160 and
22 164).

23
24 Contractor shall have a process in place to ensure all components of its CMHA and system
25 understand and comply with confidentiality requirements for publicly funded behavioral
26 health services.

27
28 Contractor shall ensure access to the information is restricted to persons or agency
29 representatives who are subject to standards of confidentiality that are comparable to
30 those of North Sound BHO and DSHS.

31
32 The parties acknowledge coordination, planning, screening and referral require the
33 sharing of information among the various treatment providers. Disclosure of information
34 to verify eligibility, determine the amount of assistance and provide medically necessary
35 behavioral health services are all “purposes directly connected with the administration of
36 the Contract” and are all appropriate justifications for sharing information.

37
38 Contractor shall ensure all staff and subcontractors providing services under this Contract
39 receive annual training on confidentiality policies and procedures. In addition, Contractor
40 shall ensure all staff and subcontractors providing services under this Contract sign an
41 annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality
42 shall be kept in Contractor’s personnel files.

43

1 **8. CONTRACT PERFORMANCE/ENFORCEMENT**

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

11 **9. COOPERATION**

12 The parties to this Contract shall cooperate in good faith to effectuate the terms and
13 conditions of this Contract.
14

15 **10. DEBARMENT CERTIFICATION**

16 Contractor, by signature to this Contract, certifies Contractor and any Owners are not
17 presently debarred, suspended, proposed for debarment, declared ineligible, or
18 voluntarily excluded by any Federal department or agency from participating in
19 transactions (Debarred) and is not listed in the Excluded Parties List System in the System
20 for Award Management (SAM) website. Contractor shall immediately notify North Sound
21 BHO if, during the term of this Contract, Contractor becomes debarred.
22
23

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

26 Although North Sound BHO, Contractor and subcontractors mutually recognize services
27 under this Contract may be provided by Contractor and subcontractors to individuals
28 under the Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health
29 Services Act, RCW 71.24, it is not the intention of either North Sound BHO or Contractor
30 that such individuals or any other persons, occupy the position of intended third-party
31 beneficiaries of the obligations assumed by either party to this Contract. Such third
32 parties shall have no right to enforce this Contract.
33

34 **12. EXCLUDED PARTIES**

35 Contractor is prohibited from paying with funds received under this Contract for goods
36 and services furnished, ordered, or prescribed by excluded individuals and entities (Social
37 Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 455.106, and
38 1001.1901(b)). Contractor shall:
39

- 40 a. Monitor for excluded individuals and entities as outlined in Exhibit E and by:
- 41 b. Screening Contractor and subcontractor's employees and individuals and entities
42 with an ownership or control interest for excluded individuals and entities prior to
43 entering into a contractual or other relationship where the individual or entity
44 would benefit directly or indirectly from funds received under this Contract.

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

Report to NORTH SOUND BHO:

- a. Any excluded individuals and entities discovered in the screening within 10 business days.
- b. Any payments made by Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments.
- c. Any actions taken by Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening.
- d. Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 with 10 business days of Contractor becoming aware of the conviction.
- e. Any subcontractor terminated for cause within 10 business days of the effective date of termination to include full details of the reason for termination.
- f. Any Contractor and subcontractor's individuals and entities with an ownership or control interest.

Contractor must provide a list with details of ownership and control no later than 30 days from the date of ratification in comport with Exhibit T herein incorporated by reference. Contractor shall keep the list up-to-date thereafter.

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

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

Civil monetary penalties may be imposed against Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

1 An individual or entity is considered to have an ownership or control interest if they have
2 direct or indirect ownership of five (5) percent or more, or are a managing employee (i.e.,
3 a general manager, business manager, administrator, or director) who exercises
4 operational or managerial control or who directly or indirectly conducts day-to-day
5 operations (SSA section 1126(b), 42 CFR 455.104(a), and 1001.1001(a)(1)).
6

7 In addition, if North Sound BHO/DSHS notifies Contractor that an individual or entity is
8 excluded from participation by DSHS in BHO's, Contractor shall terminate all beneficial,
9 employment, contractual and control relationships with the excluded individual or entity
10 immediately (WAC 388-502-0030 and 388-877-0500).
11

12 The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>

13 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm
14
15

16 **13. EXECUTION, AMENDMENT AND WAIVER**

17 This Contract shall be binding on all parties only upon signature by authorized
18 representatives of each party. This Contract or any provision may be amended during the
19 contract period, if circumstances warrant, by a written amendment executed by all
20 parties. Only North Sound BHO's Program Administrator or designee has authority to
21 waive any provision of this Contract on behalf of North Sound BHO.
22

23 **14. HEADINGS AND CAPTIONS**

24 The headings and captions used in this Contract are for reference and convenience only
25 and in no way define, limit, or decide the scope or intent of any provisions or sections of
26 this Contract.
27

28 **15. INDEMNIFICATION**

29 Contractor shall be responsible for and shall indemnify and hold North Sound BHO
30 harmless (including all costs and attorney fees) from all claims for personal injury,
31 property damage and/or disclosure of confidential information, including claims against
32 North Sound BHO for the negligent hiring, retention and/or supervision of the Contractor
33 and/or from the imposition of governmental fines or penalties resulting from the acts or
34 omissions of Contractor and its subcontractors related to the performance of this
35 contract. North Sound BHO shall be responsible and shall indemnify and hold Contractor
36 harmless (including all costs and attorney fees) from all claims for personal injury,
37 property damage and disclosure of confidential information and from the imposition of
38 governmental fines or penalties resulting from the acts or omissions of North Sound BHO.
39 Except to the extent caused by the gross negligence and/or willful misconduct of North
40 Sound BHO, Contractor, shall indemnify and hold North Sound BHO harmless from any
41 claims made by non-participating BHAs related to the provision of services under this
42 Contract. For the purposes of these indemnifications, the Parties specifically and expressly
43 waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW.
44 This waiver has been mutually negotiated and agreed to by the Parties. The provision of
45 this section shall survive the expiration or termination of the Contract.
46

1 **16. INDEPENDENT CONTRACTOR FOR NORTH SOUND BHO**

2 The parties intend that an independent contractor relationship be created by this
3 contract. Contractor acknowledges the Contractor, its employees, or subcontractors are
4 not officers, employees, or agents of North Sound BHO. Contractor shall not hold
5 Contractor, Contractor’s employees and subcontractors out as, nor claim status as,
6 officers, employees, or agents of North Sound BHO. Contractor shall not claim for
7 Contractor, Contractor’s employees, or subcontractors any rights, privileges, or benefits
8 which would accrue to an employee of North Sound BHO. Contractor shall indemnify and
9 hold North Sound BHO harmless from all obligations to pay or withhold federal or state
10 taxes or contributions on behalf of Contractor, Contractor’s employees and subcontractors
11 unless specified in this Contract.
12

13 **17. INSURANCE**

14 North Sound BHO certifies it is a member of Washington Governmental Entity Pool for all
15 exposure to tort liability, general liability, property damage liability and vehicle liability, if
16 applicable, as provided by RCW 43.19.
17

18 Contractor shall maintain Commercial General Liability Insurance (CGL). If Contractor is
19 not a member of a risk pool, Contractor shall carry CGL to include coverage for bodily
20 injury, property damage and contractual liability, with the following minimum limits: Each
21 Occurrence - \$1,000,000; General Aggregate - \$2,000,000; shall include liability arising out
22 of premises, operations, independent contractors, personal injury, advertising injury and
23 liability assumed under an insured contract. Contractor shall provide evidence of such
24 insurance to North Sound BHO within 15 days of execution of this Contract and 15 days
25 post renewal date thereafter. All non-risk pool policies shall name North Sound BHO as a
26 covered entity under said policy(s).
27

28 **18. INTEGRATION**

29 This Contract, including Exhibits, contains all the terms and conditions agreed upon by the
30 parties. No other understandings, oral or otherwise, regarding the subject matter of this
31 Contract shall be deemed to exist or to bind any of the parties hereto.
32

33 **19. MAINTENANCE OF RECORDS**

34 During the term of this Contract and for six (6) years following termination or expiration of
35 this Contract, or if any audit, claim, litigation, or other legal action involving the records
36 set forth below is started before expiration of the six (6) year period, the records shall be
37 maintained until completion and resolution of all issues arising there from or until the end
38 of the six (6) year period, whichever is later. Contractor shall maintain records sufficient
39 to:
40

- 41 a. Maintain the content of all Medical Records in a manner consistent with utilization
42 control requirements of 42 CFR 456, 434.34 (a), 456.111 and 456.211.
- 43 b. Document performance of all acts required by law, regulation, or this Contract.
- 44 c. Substantiate Contractor statement of its organizations’ structures, tax status,
45 capabilities and performance.

- d. Demonstrate accounting procedures, practices and records which sufficiently and properly document Contractor invoices to North Sound BHO and all expenditures made by Contractor to perform as required by this Contract.
- e. Contractor and its subcontractors shall cooperate in all reviews including, but not limited to, surveys and research conducted by North Sound BHO, DSHS, or other Washington State Departments.
- f. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of services performed under this Contract and to determine whether Contractor and its subcontractors are providing service to individuals in accordance with the requirements set forth in this Contract and applicable Federal and State regulations as existing or hereafter amended.

20. NO WAIVER OF RIGHTS

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

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

21. ONGOING SERVICES

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

22. ORDER OF PRECEDENCE

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

- a. State statutes and regulations concerning the operation of the community behavioral health programs.
- b. Federal and state law.
- c. North Sound BHO-DSHS Contract or its successors that covers the provision of the behavioral health services covered under this Contract, which shall include any exhibit, document, or material incorporated by reference. North Sound BHO shall promptly notify Contractor of any amendment to North Sound BHO-DSHS Contract which affects any term or condition herein.
- d. This Contract.

1 **23. OVERPAYMENTS**

2 In the event Contractor fails to comply with any of the terms and conditions of this
3 Contract and that failure results in an overpayment, North Sound BHO may recover the
4 amount due DSHS, CMS, or other Federal or State agency subject to dispute resolution as
5 set forth in the contract. In the case of overpayment, Contractor shall cooperate in the
6 recoupment process and return to North Sound BHO the amount due upon demand.
7

8 **24. OWNERSHIP OF MATERIALS**

9 Materials created by Contractor and its subcontractors and paid for by North Sound BHO
10 as a part of this Contract shall be owned by North Sound BHO and shall be "works for hire"
11 as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to:
12 books, computer programs, documents, films, pamphlets, reports, sound reproductions,
13 studies, surveys, tapes and/or training materials. Material which Contractor and its
14 subcontractors use to perform this Contract but which is not created for or paid for by
15 North Sound BHO is owned by Contractor or relevant subcontractors; however, North
16 Sound BHO and DSHS shall have a perpetual license to use this material for DSHS internal
17 purposes at no charge to DSHS, provided that such license shall be limited to the extent
18 which the Contractor has a right to grant such a license.
19

20 **25. PERFORMANCE**

21 Contractor shall furnish the necessary personnel, materials/behavioral health services and
22 otherwise do all things for, or incidental to, the performance of the work set forth here
23 and as attached. Unless specifically stated, Contractor is responsible for performing or
24 ensuring all fiscal and program responsibilities required in this contract. No subcontract
25 will terminate the legal responsibility of Contractor to perform the terms of this Contract.
26

27 **26. RESOLUTION OF DISPUTES**

28 The parties wish to provide for prompt, efficient, final and binding resolution of disputes
29 and controversies that may arise under this Contract; therefore, establish this dispute
30 resolution procedure. All claims, disputes and other matters in question between the
31 parties arising out of, or relating to, this Contract shall be resolved exclusively by the
32 following dispute resolution procedure unless the parties mutually agree in writing
33 otherwise:
34

- 35 a. The parties shall use their best efforts to resolve issues prior to giving written
36 Notice of Dispute.
- 37 b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a
38 designated representative) shall together or, if both parties agree, with a mediator
39 meet, confer and attempt to resolve the claim within the next five (5) working
40 days.
- 41 c. The terms of the resolution of all claims concluded in meetings shall be
42 memorialized in writing and signed by each party.
43

44 **Arbitration:** If the claim is not resolved within 30 days, the parties shall proceed to
45 arbitration as follows:
46

- a. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.
- b. If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Skagit County to name the arbitrator.
- c. The prevailing party shall be entitled to recover from the other party all costs and expenses including reasonable attorney fees. The arbitrator shall determine which party, if any, is the prevailing party.
- d. The parties agree the arbitrator's decision shall be binding, final and enforceable subject to timely appeal to Skagit County Superior Court only as provided in Chapter 7.04A RCW.
- e. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than 30 days after the close of the meeting described in paragraph (b) above.
- f. Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Contract.
- g. Nothing contained in this Contract shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Contract in any way.
- h. The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs including attorney fees. Venue for any such action is exclusively Skagit County Superior Court.
- i. This Contract shall be governed by laws of State of Washington, both as to interpretation and performance.

27. SEVERABILITY AND CONFORMITY

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

28. SINGLE AUDIT ACT

If Contractor or its subcontractor is a subrecipient of Federal awards as defined by OMB Circular A-133, Contractor and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years if awards are for research and development, as well as, names of the Federal agencies. Contractor and its subcontractors shall make Contractor and its subcontractors' records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Contractor and its subcontractors shall incorporate OMB Circular A-133 audit requirements into all contracts between Contractor and its subcontractors who are subrecipients. Contractor and its subcontractors shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

1 If Contractor/its subcontractors are a subrecipient and expends \$500,000 or more in
2 Federal awards from any/all sources in any fiscal year, Contractor and applicable
3 subcontractors shall procure and pay for a single or program-specific audit for that fiscal
4 year. Upon completion of each audit, Contractor and applicable subcontractors shall
5 submit to North Sound BHO's Program Administrator the data collection form and
6 reporting package specified in OMB Circular A-133, reports required by the program-
7 specific audit guide, if applicable, and a copy of any management letters issued by the
8 auditor.

9
10 **29. SUBCONTRACTS**

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

- 13
- 14 a. Contractor shall be responsible for the acts and omissions of any subcontractor.
 - 15 b. Contractor must ensure the subcontractor neither employs any person nor
16 contracts with any person or BHA/CMHA excluded from participation in Federal
17 healthcare programs under either 42 USC 1320a-7 (§§1128 or 1128A Social
18 Security Act) or debarred or suspended per this Contract's General Terms and
19 Conditions.
 - 20 c. Contractor shall require subcontractors to comply with all applicable Federal and
21 State laws, regulations and operational policies as specified in this Contract.
 - 22 d. Contractor shall require subcontractors to comply with all applicable North Sound
23 BHO operational policies as specified in this Contract.
 - 24 e. Subcontracts for the provision of behavioral health services must require
25 Subcontractors to provide individuals access to translated information and
26 interpreter services.
 - 27 f. Contractor shall ensure a process is in place to demonstrate all third-party
28 resources are identified and pursued.
 - 29 g. Contractor shall oversee, be accountable for and monitor all functions and
30 responsibilities delegated to a subcontractor for conformance with any applicable
31 statement of work in this Contract on an ongoing basis including written reviews.
 - 32 h. Contractor will monitor performance of the subcontractors on an annual basis and
33 notify North Sound BHO of any identified deficiencies or areas for improvement
34 requiring corrective action by Contractor.
 - 35 i. Contractor shall ensure all subcontracts are in writing and subcontracts specify all
36 duties, reports and responsibilities delegated under this Contract. Those written
37 subcontracts shall:
 - 38
 - 39 i. Require subcontractors to hold all necessary licenses, certifications and/or
40 permits as required by law for the performance of the services to be
41 performed under this Contract.
 - 42 ii. Subcontracts must require subcontractors to notify Contractor in the event
43 of a change in status of any required license or certification.

- 1 iii. Include clear means to revoke delegation, impose corrective action, or take
- 2 other remedial actions if the subcontractor fails to comply with the terms of
- 3 the subcontract.
- 4 iv. Require the subcontractor correct any areas of deficiencies in the
- 5 subcontractor's performance that are identified by Contractor, North Sound
- 6 BHO/DBHR.
- 7 v. Require best efforts to provide written or oral notification within 15
- 8 working days of termination of a MHCP to individuals currently open for
- 9 services who had received a service from the affected MHCP in the previous
- 10 60 days. Notification must be verifiable in the medical record at the
- 11 subcontractor.

12
13 **30. SURVIVABILITY**

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

20
21 **31. TREATMENT OF INDIVIDUAL PROPERTY**

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

30
31 **32. WARRANTIES**

32 The parties' obligations are warranted and represented by each to be individually binding
33 for the benefit of the other party. Contractor warrants and represents it is able to
34 perform its obligations set forth in this Contract and such obligations are binding upon
35 Contractor and other subcontractors for the benefit of North Sound BHO.

36
37 **33. CONTRACT ADMINISTRATION**

38 The Program Administrator for each of the parties shall be responsible for and shall be the
39 Program Administrator for all communications and billings regarding the performance of
40 this Contract.

41

1 The Program Administrator for North Sound BHO is:
2

3 Joe Valentine, Executive Director
4 North Sound Behavioral Health Organization, LLC
5 301 Valley Mall Way, Suite 110
6 Mount Vernon, WA 98273-5462
7

8 The Program Administrator for American Behavioral Health Systems is:
9

10 Craig Phillips
11 President/CEO
12 ABHS
13 P.O. Box 141106
14 Spokane Valley, WA 99214
15

16 Changes shall be provided to the other party in writing within 10 working days.
17

1 **THIS CONTRACT**, consisting of 60 Pages, plus Exhibits, is executed by the persons signing below who
2 warrant that they have the authority to execute this Contract.
3

4
5
6
7
8
9

**NORTH SOUND BEHAVIORAL HEALTH
ORGANIZATION, LLC**

AMERICAN BEHAVIORAL HEALTH SYSTEMS

<hr/>		<hr/>	
Signature	Date	Signature	Date
<hr/>		<hr/>	
<u>Joe Valentine, Executive Director</u>		<u>Craig Phillips, President/CEO</u>	
Name/Title		Name/Title	