

- 1                   6.2.5.1 Withhold two (2%) percent of the next monthly payment and each monthly
- 2                   payment thereafter until the corrective action has achieved resolution.
- 3                   North Sound BH-ASO, at its sole discretion, may return a portion or all of
- 4                   any payments withheld once satisfactory resolution has been achieved.
- 5                   6.2.5.2 Compound withholdings identified above by an additional one-half of one
- 6                   percent (1/2 of 2%) for each successive month during which the remedial
- 7                   situation has not been resolved.
- 8                   6.2.5.3 Revoke delegation of any function delegated under this contract.
- 9                   6.2.5.4 Deny any incentive payment to which Provider might otherwise have been
- 10                  entitled under this Contract or any other arrangement by which DBHR
- 11                  provides incentives.
- 12                  6.2.5.5 Termination for Default, as outlined in this Contract.
- 13

**14   6.3   NOTICE REQUIREMENTS**

15                  Whenever this Contract provides for notice to be provided by one (1) party to another, such

16                  notice shall be in writing and directed to the chief executive office of the Provider and the

17                  project representative of the County department specified on page one (1) of this Contract.

18                  Any time within which a party must take some action shall be computed from the date that

19                  the notice is received by said party.

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**ARTICLE SEVEN -GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

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**7.1 BACKGROUND**

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

**7.2 MUTUAL COMMITMENTS**

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

**7.3 ASSIGNMENT**

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

**7.4 AUTHORITY**

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

**1 7.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 The parties shall comply with all relevant state or federal law, policy, directive, or government  
 3 sponsored program requirements relating to the subject matter of this Agreement. The  
 4 provisions of this Agreement shall be construed in a manner that reflects consistency and  
 5 compliance with such laws, policies and directives. Without limiting the generality of the  
 6 foregoing, the parties shall comply with applicable provisions of this Agreement and the  
 7 Supplemental Provider Service Guide, incorporated herein:  
 8

- 9 7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;
- 10 7.5.2 All applicable Office of the Insurance Commissioner (OIC) statutes and regulations;
- 11 7.5.3 Americans with Disabilities Act (ADA) of 1990;
- 12 7.5.4 Title VI of the Civil Rights Act of 1964;
- 13 7.5.5 Age Discrimination Act of 1975;
- 14 7.5.6 All local, State and Federal professional and facility licensing and certification  
 15 requirements/standards that apply to services performed under the terms of this  
 16 Contract;
- 17 7.5.7 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 18 7.5.8 All applicable standards, orders, or requirements issued under Section 306 of the  
 19 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),  
 20 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40  
 21 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating  
 22 Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the EPA.
- 23 7.5.9 Any applicable mandatory standards and policies relating to energy efficiency, which  
 24 are contained in the State Energy Conservation Plan, issued in compliance with the  
 25 federal Energy Policy and Conservation Act;
- 26 7.5.10 Those specified in RCW Title 18 for professional licensing;
- 27 7.5.11 Reporting of abuse as required by RCW 26.44.030;
- 28 7.5.12 Industrial insurance coverage as required by RCW Title 51;
- 29 7.5.13 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;
- 30 7.5.14 WAC 246-341 and 388-865;
- 31 7.5.15 Provider must ensure it does not: a) operate any physician incentive plan as  
 32 described in 42 CFR §422.208; and b) does not Contract with any subcontractor  
 33 operating such a plan.
- 34 7.5.16 HCA/MCO Quality Strategy;
- 35 7.5.17 State of Washington behavioral health system mission statement, value statement  
 36 and guiding principles for the system, hereto as Exhibit D;
- 37 7.5.18 Office of Management and Budget (OMB) Circulars, Budget, Accounting and  
 38 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health  
 39 Instructions;
- 40 7.5.19 Any applicable federal and state laws that pertain to individual's rights. Provider  
 41 shall ensure its staff takes those rights into account when furnishing services to  
 42 individuals.

- 1           7.5.20    42 United States Code (USC) 1320a-7 and 1320a-7b (Section 1128 and 1128(b) of the
- 2                    SSA), which prohibits making payments directly or indirectly to physicians or other
- 3                    providers as an inducement to reduce or limit behavioral health services provided to
- 4                    individuals;
- 5           7.5.21    Any P&P developed by DSHS/HCA which governs the spend-down of individual’s
- 6                    assets;
- 7           7.5.22    Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
- 8                    knowingly have a director, officer, partner, or person with a beneficial ownership of
- 9                    more than five (5%) of Provider, BHA or subcontractor’s equity, or an employee,
- 10                  Provider, or consultant who is significant or material to the provision of services
- 11                  under this Contract, who has been, or is affiliated with someone who has been,
- 12                  debarred, suspended, or otherwise excluded by any federal agency.
- 13           7.5.23    Federal and State non-discrimination laws and regulations;
- 14           7.5.24    HIPAA (45 CFR parts 160-164);
- 15           7.5.25    Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;
- 16           7.5.26    HCA-CIS Data Dictionary and its successors;
- 17           7.5.27    Federal funds must not be used for any lobbying activities
- 18           7.5.28    Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule

19  
20           If Provider is in violation of a federal law or regulation and Federal Financial Participation is  
21           recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North  
22           Sound BH-ASO within 20 days of such recoupment.

23  
24           Upon notification from HCA/MCO, North Sound BH-ASO shall notify Provider in writing of  
25           changes/modifications in HCA contract requirements.

26  
27   **7.6    COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

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

34  
35   **7.7    CONFIDENTIALITY OF PERSONAL INFORMATION**

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

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**7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

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

**7.9 COOPERATION**

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

**7.10 DEBARMENT CERTIFICATION**

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

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

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

**7.11 EXCLUDED PARTIES**

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

Provider shall monitor for excluded individuals and entities by:

- 7.11.1 Screening Provider and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.
- 7.11.2 Screening monthly newly added Provider and subcontractor's employees and individuals and entities with an ownership or control interest for excluded

1 individuals and entities that would benefit directly or indirectly from funds received  
2 under this Contract.

3 7.11.3 Screening monthly Provider and subcontractor’s employees and individuals and  
4 entities with an ownership or control interest that would benefit from funds  
5 received under this Contract for newly added excluded individuals and entities.  
6

7 Report to North Sound BH-ASO:  
8

9 7.11.4 Any excluded individuals and entities discovered in the screening within 10 business  
10 days;

11 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded  
12 individuals and entities and the recovery of such payments;

13 7.11.6 Any actions taken by Provider to terminate relationships with Provider and  
14 subcontractor’s employees and individuals with an ownership or control interest  
15 discovered in the screening;

16 7.11.7 Any Provider and subcontractor’s employees and individuals with an ownership or  
17 control interest convicted of any criminal or civil offense described in SSA section  
18 1128 within 10 business days of Provider becoming aware of the conviction;

19 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective  
20 date of termination to include full details of the reason for termination;

21 7.11.9 Any Provider and subcontractor’s individuals and entities with an ownership or  
22 control interest.  
23

24 Provider must provide a list with details of ownership and control no later than 30 days from  
25 the date of ratification and shall keep the list up-to-date thereafter.  
26

27 Provider will not make any payments for goods or services that directly or indirectly benefit  
28 any excluded individual or entity. Provider will immediately recover any payments for goods  
29 and services that benefit excluded individuals and entities it discovers.  
30

31 Provider will immediately terminate any employment, contractual and control relationships  
32 with an excluded individual and entity it discovers.  
33

34 Civil monetary penalties may be imposed against Provider if it employs or enters into a  
35 contract with an excluded individual or entity to provide goods or services to enrollees (SSA  
36 section 1128A(a) and 42 CFR 1003.102(a)(2)).  
37

38 An individual or entity is considered to have an ownership or control interest if they have  
39 direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a  
40 general manager, business manager, administrator, or director) who exercises operational or  
41 managerial control or who directly or indirectly conducts day-to-day operations (SSA section  
42 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).  
43

44 In addition, if North Sound BH-ASO/MCO/HCA notifies Provider that an individual or entity is

1 excluded from participation by HCA, Provider shall terminate all beneficial, employment,  
2 contractual and control relationships with the excluded individual or entity immediately.  
3

4 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**  
5 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

6 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services  
7 under this Contract may be provided by Provider and subcontractors to individuals under the  
8 Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,  
9 RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such  
10 individuals, or any other persons, occupy the position of intended third-party beneficiaries of  
11 the obligations assumed by either party to this Contract. Such third parties shall have no right  
12 to enforce this Contract.  
13

14 **7.13 EXECUTION, AMENDMENT AND WAIVER**

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

21 **7.14 HEADINGS AND CAPTIONS**

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

26 **7.15 INDEMNIFICATION**

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

**1 7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO**

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

**12 7.17 INSURANCE**

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

17 By the date of execution of this Contract and post 15 days renewal of said contract, the  
18 Provider shall procure and maintain insurance for the duration of this Contract, Providers shall  
19 carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury,  
20 property damage, and contractual liability, with the following minimum limits: Each  
21 Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of  
22 premises, operations, independent contractors, personal injury, advertising injury, and liability  
23 assumed under an insured contract. The costs of such insurance shall be paid by the Provider  
24 or subcontractor. The Provider may furnish separate certificates of insurance and policy  
25 endorsements for each subcontractor as evidence of compliance with the insurance  
26 requirements of this Contract. The Provider is responsible for ensuring compliance with all of  
27 the insurance requirements stated herein. Failure by the Provider, its agents, employees,  
28 officers, subcontractors, providers, and/or provider subcontractors to comply with the  
29 insurance requirements stated herein shall constitute a material breach of this Contract. All  
30 non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).  
31

**32 7.18 INTEGRATION**

33 This Contract, including Exhibits contains all the terms and conditions agreed upon by the  
34 parties. No other understandings, oral or otherwise, regarding the subject matter of this  
35 Contract shall be deemed to exist or to bind any of the parties hereto.  
36

**37 7.19 MAINTENANCE OF RECORDS**

38 Provider shall prepare, maintain and retain accurate records, including appropriate medical  
39 records and administrative and financial records, related to this Agreement and to Services  
40 provided hereunder in accordance with industry standards, applicable federal and state  
41 statutes and regulations, and state and federal sponsored health program requirements. Such  
42 records shall be maintained for the maximum period required by federal or state law. North  
43 Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound



1 BH-ASO to perform its obligations hereunder, to comply with federal and state laws and  
2 regulations, and to ensure compliance with applicable accreditation and HCA requirements.  
3 Provider shall completely and accurately report encounter data to North Sound BH-ASO and  
4 shall certify the accuracy and completeness of all encounter data submitted. Providers shall  
5 ensure that it and all of its subcontractors that are required to report encounter data, have  
6 the capacity to submit all data necessary to enable the North Sound BH-ASO to meet the  
7 reporting requirements in the Encounter Data Transaction Guide published by HCA, or other  
8 requirements HCA may develop and impose on North Sound BH-ASO or Provider.  
9

10 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal  
11 sponsored health programs and associated contracts, Provider shall provide to North Sound  
12 BH-ASO direct access and/or copies of all information, encounter data, statistical data, and  
13 treatment records pertaining to Members who receive Services hereunder, or in conjunction  
14 with claims reviews, quality improvement programs, grievances and appeals and peer  
15 reviews.  
16

17 **7.20 NOTICE OF AMENDMENT**

18 Except when a longer period is requested by applicable law, North Sound BH-ASO may amend  
19 this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to  
20 North Sound BH-ASO a written notice of rejection of the amendment within that 30-day  
21 period, the amendment shall be deemed accepted by and shall be binding upon Provider.  
22

23 **7.21 NO WAIVER OF RIGHTS**

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

29 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of  
30 any subsequent breach and shall not be construed to be a modification of the terms and  
31 conditions of this Contract.  
32

33 **7.22 ONGOING SERVICES**

34 Provider and its subcontractors shall ensure in the event of labor disputes or job actions,  
35 including work slowdowns, such as "sick outs", or other activities within its service BHA  
36 network, uninterrupted services shall be available as required by the terms of this Contract.  
37

38 **7.23 ORGANIZATIONAL CHANGES**

39 The Provider shall provide North Sound BH-ASO with ninety (90) calendar days' prior written  
40 notice of any change in the Provider's ownership or legal status. The Provider shall provide  
41 North Sound BH-ASO written notice of any changes to the Provider's executive officers,  
42 executive board members, or medical directors within seven (7) Business Days  
43

1    7.24   **OVERPAYMENTS**

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

7  
8    7.25   **OWNERSHIP OF MATERIALS**

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

15  
16          The foregoing products license shall not apply to existing training materials, consulting aids,  
17          checklists, and other materials and documents of the Provider which are modified for use in  
18          the performance of this Contract.

19  
20          The foregoing provisions of this section shall not apply to existing training materials,  
21          consulting aids, checklists, and other materials and documents of the Provider that are not  
22          modified for use in the performance of this Contract.

23  
24   7.26   **PERFORMANCE**

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

30  
31   7.27   **RESOLUTION OF DISPUTES**

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

41  
42   7.28   **SEVERABILITY AND CONFORMITY**

43          The provisions of this Contract are severable. If any provision of this Contract, including any  
44          provision of any document incorporated by reference is held invalid by any court, that

1           invalidity shall not affect the other provisions of this Contract and the invalid provision shall  
2           be considered modified to conform to existing law.

3  
4    7.29   **SINGLE AUDIT ACT**

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

17  
18          If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal  
19          awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall  
20          procure and pay for a single or program-specific audit for that fiscal year. Upon completion of  
21          each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO’s  
22          Program Administrator the data collection form and reporting package specified in OMB  
23          Uniform Guidance Subpart F, reports required by the program-specific audit guide, if  
24          applicable and a copy of any management letters issued by the auditor.

25  
26          For purposes of “sub recipient” status under the rules of OMB Uniform Guidance Subpart F,  
27          Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible  
28          individuals are not considered Federal awards expended under this part of the rule unless a  
29          State requires the fund to be treated as Federal awards expended because reimbursement is  
30          on a cost-reimbursement basis.

31  
32    7.30   **SUBCONTRACTS**

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

35  
36          7.30.1   The Provider shall not assign or subcontract any portion of this Contract or transfer  
37                  or assign any claim arising pursuant to this Contract without the written consent of  
38                  North Sound BH-ASO Said consent must be sought in writing by the Provider not  
39                  less than 15 days prior to the date of any proposed assignment.

40          7.30.2   Provider shall be responsible for the acts and omissions of any subcontractor.

41          7.30.3   Provider must ensure the subcontractor neither employs any person nor contracts  
42                  with any person or BHA excluded from participation in federal health care programs  
43                  under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per  
44                  this Contract’s General Terms and Conditions.

- 1           7.30.4    Provider shall require subcontractors to comply with all applicable federal and state
- 2                    laws, regulations and operational policies as specified in this Contract.
- 3           7.30.5    Provider shall require subcontractors to comply with all applicable North Sound BH-
- 4                    ASO operational policies as applicable.
- 5           7.30.6    Subcontracts for the provision of behavioral health services must require
- 6                    subcontractors to provide individuals access to translated information and
- 7                    interpreter services.
- 8           7.30.7    Provider shall ensure a process is in place to demonstrate all third-party resources
- 9                    are identified and pursued.
- 10          7.30.8    Provider shall oversee, be accountable for and monitor all functions and
- 11                   responsibilities delegated to a subcontractor for conformance with any applicable
- 12                   statement of work in this Contract on an ongoing basis including written reviews.
- 13          7.30.9    Provider will monitor performance of the subcontractors on an annual basis and
- 14                   notify North Sound BH-ASO of any identified deficiencies or areas for improvement
- 15                   requiring corrective action by Provider.
- 16          7.30.10   The Provider agrees to include the following language verbatim in every subcontract
- 17                   for services which relate to the subject matter of this Contract:

18  
19            “Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its  
20            officers, employees and agents from any and all costs, claims, judgments, and/or awards of  
21            damages arising out of, or in any way resulting from the negligent act or omissions of  
22            subcontractor, its officers, employees, and/or agents in connection with or in support of this  
23            Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a  
24            third-party beneficiary to this Contract and shall have the right to bring an action against  
25            subcontractor to enforce the provisions of this paragraph.”

26  
27            Those written subcontracts shall:

- 28
- 29          7.30.11   Require subcontractors to hold all necessary licenses, certifications/permits as
- 30                    required by law for the performance of the services to be performed under this
- 31                    Contract;
- 32          7.30.12   Require subcontractors to notify Provider in the event of a change in status of any
- 33                    required license or certification;
- 34          7.30.13   Include clear means to revoke delegation, impose corrective action, or take other
- 35                    remedial actions if the subcontractor fails to comply with the terms of the
- 36                    subcontract;
- 37          7.30.14   Require the subcontractor to correct any areas of deficiencies in the subcontractor’s
- 38                    performance that are identified by Provider, North Sound BH-ASO/HCA;
- 39          7.30.15   Require best efforts to provide written or oral notification within 15 business days
- 40                    of termination of a Primary Care Provider (PCP) to individuals currently open for
- 41                    services who had received a service from the affected PCP in the previous 60 days.
- 42                    Notification must be verifiable in the individual’s medical record at the
- 43                    subcontractor.
- 44

1 7.31 **SURVIVABILITY**

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

8  
9 7.32 **TREATMENT OF INDIVIDUAL'S PROPERTY**

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

18  
19 7.33 **WARRANTIES**

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

24  
25 7.34 **CONTRACT CERTIFICATION**

26 By signing this Contract, the Provider certifies that in addition to agreeing to the terms and  
27 conditions provided herein, the Provider certifies that it has read and understands the  
28 contracting requirements and agrees to comply with all of the contract terms and conditions  
29 detailed on this contract and exhibits incorporated herein by reference.

30  
31

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

2  
3  
4  
5  
6  
7

Joe Valentine, Executive Director  
North Sound BH-ASO  
2021 E. College Way, Suite 101  
Mount Vernon, WA 98273

8 The Program Administrator for Whatcom County is:

9  
10  
11  
12  
13  
14

Perry Mowery, Response Systems Division Supervisor  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225

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

16  
17

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

21 **NORTH SOUND BH-ASO**

**WHATCOM COUNTY**

23 *Joe Valentine*

24 2/23/2023

DocuSigned by:  
*Satpal Singh Sidhu*  
1192C7C18B664E3...


4/13/2023

25 \_\_\_\_\_  
26 Joe Valentine  
27 Executive Director

Date

\_\_\_\_\_  
Satpal Sidhu  
County Executive

Date

PROGRAM APPROVAL:  4/12/2023  
DocuSigned by:  
00E05E4A7809409...

Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL:  4/12/2023  
DocuSigned by:  
955C651A30374BD...

Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM:  4/13/2023  
DocuSigned by:  
1EE5DDBD9542404...

Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CONTRACTOR INFORMATION:**

**North Sound Behavioral Health Administrative Services Organization**  
2021 E College Way, Suite 101  
Mt Vernon, WA 98273  
800-684-3555



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

## EXHIBIT A: SCHEDULE OF SERVICES

PROVIDER: Whatcom County

CONTRACT: NORTH SOUND BH-ASO-WHATCOM COUNTY-ICN-23

CONTRACT PERIOD: 01/01/2023 – 06/30/2023

### Identification of Contracted Services

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

### Contracted Services Grid

Contracted Timeframe	Service	Supplemental Provider Service Guide Reference (click <a href="#">here</a> )
<i>Outpatient Services (Within Available Resources)</i>		
	Mental Health Outpatient and Medication Management	<b>Chapter 20</b> Section 20.1
	Substance Use Disorder Outpatient Benefit	Section 20.1
	Medication-Assisted Treatment	Section 20.1
	Opiate Treatment Program (OTP)	Section 20.1
	Program for Assertive Community Treatment (PACT)	Section 20.12
<i>Evaluation and Treatment</i>		
	Sixteen-Bed Evaluation and Treatment Facility Services	<b>Section 20.4</b> Section 20.4



<b>Contracted Timeframe</b>	<b>Service</b>	<b>Supplemental Provider Service Guide Reference (click <a href="#">here</a>)</b>
<b><i>Crisis Services</i></b>		
	Adult Mobile Crisis Outreach Team	Chapter 18 Section 20.2.2
	Child/Youth Mobile Crisis Outreach Team	Section 20.2.5
	Crisis Stabilization	Chapter 18;20.2.4
	Involuntary Treatment Evaluation (ITA)	Chapter 18; 20.2.3
	Toll Free Crisis Hotline	Chapter 18
<b><i>Withdrawal Management Services (Within in Available Resources)</i></b>		
	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management)	Chapter 20 Section 20.1
	Medically Monitored Inpatient Withdrawal Management	Section 20.2.4
	Secure Withdrawal Management	Chapter 18
<b><i>Substance Use Disorder Residential (Within Available Resources)</i></b>		
	Youth - Intensive Inpatient	Section 20.10 Section 20.15.2
	Youth – Recovery House	Section 20.15.6
	Adult - Intensive Inpatient	Section 20.15.1
	Adult - Long-Term Care	Section 20.15.3
	Adult - Recovery House	Section 20.15.5
	Pregnant and Parenting Women Residential Treatment	Section 2.1
	Pregnant and Parenting Women Housing Support	Section 2.1; 20.15.4
<b><i>Mental Health Services in a Residential Setting (Within Available Resources)</i></b>		
		Section 20.10
<b><i>Crisis Triage (Within Available Resources)</i></b>		
	Crisis Stabilization	Chapter 18
	Clinical Managed Withdrawal Management	Chapter 18
<b><i>Legislative Proviso Services (Within Available Resources)</i></b>		
Effective January 1, 2023	Jail Transition Services	Chapter 19 Section 19.8
	E&T Discharge Planners	Section 17.2
	Program for Assertive Community Treatment (PACT)	Section 20.12
Effective January 1, 2023	Designated Cannabis Account (DCA)	Section 19.5

<b>Contracted Timeframe</b>	<b>Service</b>	<b>Supplemental Provider Service Guide Reference (click <a href="#">here</a>)</b>
	Juvenile Treatment Services	Section 19.9
	Assisted Outpatient Treatment (AOT)	Section 19.1
	Homeless Outreach Stabilization Team (HOST)	Section 19.6
Effective January 1, 2023	Trueblood Misdemeanor Diversion	Section 19.13
	Recovery Navigator Program	Section 19.11
<b><i>Federal Block Grant</i></b>		<b>Chapter 15</b>
	Peer Bridgers	Section 15.1
	PPW Housing Support Services	Section 20.15.4
	PATH	Section 15.1
	Peer Path Finder	Section 15.1
Effective January 1, 2023	Opiate Outreach	Section 20.11
<b><i>HARPS</i></b>		<b>Section 19.7</b>
	HARPS Team	
	HARPS Subsidies	
<b><i>Co-Responder Outreach Program</i></b>		<b>Section 19.4</b>
Effective January 1, 2023		



**North Sound BH-ASO**  
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## EXHIBIT B: COMPENSATION SCHEDULE

Service and Payment Type	Service Detail	Payment Range
<i>Outpatient Services Mental Health and Substance Use Disorder (within available resources)</i>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$198.00 to \$213.84
FFS Per hour	PhD and Masters-Level Providers	\$165.00 to \$277.56
FFS Per hour	Bachelor's, AA Level Clinician	\$123.00 to \$172.80
FFS Per hour	Peer Counselor	\$97.00 to \$136.08
FFS Per hour	Medical Assistant – Certified	\$97.00 to \$136.08
FFS Per hour	Request for Service	\$65.00 to \$70.20
FFS Group Rate per Person per Hour MH	Prescriber – Psychiatrist/MDs	\$124.25 to \$134.19
FFS Group Rate per Person per Hour MH	Prescriber – Nurse Practitioner/Physician Asst.	\$78.75 to \$85.05
FFS Group Rate per Person per Hour MH	Registered Nurse/LPN	\$49.50 to \$69.39
FFS Group Rate per Person per Hour MH	PhD and Masters-Level Providers	\$41.25 to \$57.78
FFS Group Rate per Person per Hour MH	Bachelor's, AA Level Clinician	\$30.75 to \$43.20
FFS Group Rate per Person per Hour MH	Peer Counselor	\$24.25 to \$34.02
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$41.25 to \$57.78
Adult Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$33.25 to \$46.71
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional	\$57.26 to \$80.20
Child Group Rate per Person per Hour SUD	Chemical Dependency Professional Trainee	\$46.36 to \$65.12

<b>Intensive Outpatient Services Mental Health (within available resources)</b>		
FFS Per hour	Prescriber – Psychiatrist/MDs	\$497.00 to \$536.76
FFS Per hour	Prescriber – Nurse Practitioner/Physician Asst.	\$315.00 to \$340.20
FFS Per hour	Registered Nurse/LPN	\$227.70 to \$319.14
FFS Per hour	PhD and Masters-Level Providers	\$189.75 to \$265.79
FFS Per hour	Bachelor's, AA Level Clinician	\$141.45 to \$198.72
FFS Per hour	Peer Counselor	\$111.55 to \$156.49
<b>Medicaid Assisted Treatment</b>		
Per Dose Inclusive Bundled Case Rate	Opiate Treatment Program (Opiate Substitution Treatment)	\$18.02 per dose
<b>Program for Assertive Community Treatment (PACT) Non-Medicaid only</b>		
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) <ul style="list-style-type: none"> <li>▪ Snohomish &amp; Skagit</li> </ul>	\$3,378.50 per person per month
Expense Reimbursement Monthly	Program for Assertive Community Treatment (PACT) <ul style="list-style-type: none"> <li>▪ Whatcom</li> </ul>	\$3,378.50 per person per month
<b>Telepsychiatry</b>		
Per Scheduled hour delivered	Tele Prescriber Services contracted and paid by ASO. Provider contracted telehealth services not in this category are paid on the outpatient prescriber rates.	\$125.00 to \$270.00
FFS Per hour	Provider room and assistance fee for Tele prescriber services	\$65.00 to \$91.26
<b>Evaluation and Treatment</b>		
Per Bed Day	Evaluation and Treatment Services 16 bed Facility <ul style="list-style-type: none"> <li>▪ Mukilteo</li> </ul>	{ \$1,060-\$1,200 }
Per Bed Day	Evaluation and Treatment Services 16 bed Facility <ul style="list-style-type: none"> <li>▪ Sedro Woolley</li> </ul>	{ \$1,060-\$1,200 }
Daily Rate	Out of Region E&T Services	HCA published rate
Monthly cost reimbursement	Discharge Planners E&T	\$4,470.58 per month per facility

<b>Crisis Services</b>		
Monthly	Mobile Crisis Outreach Teams (to include adult and child/youth teams)	Cost Reimbursement
Monthly	Stabilization & ITA Services	Cost Reimbursement
Monthly	Crisis Toll Free Telephone Services	Cost Reimbursement
Monthly	Emergency Chat Line Services	Cost Reimbursement
<b>Withdrawal Management Services (within available resources)</b>		
Daily Rate	Medically Managed Withdrawal Management (formerly Acute Withdrawal Management - in region	{ \$310.00 - \$447.00
% Non-Medicaid Monthly	Clinically Managed Withdrawal Management (formerly Sub-Acute Withdrawal Management - in region	Cost Reimbursement
Daily Rate	Secure Detoxification	{ \$525.00 to \$630.00
<b>Substance Use Disorder Residential (within available resources)</b>		
Daily Rate	Adult Intensive Residential	\$138.00 to \$332.20
Daily Rate	Adult Long Term Residential	\$69.60 to \$187.00
Daily Rate	Adult Recovery House Residential	\$53.50 to \$151.80
Daily Rate	PPW Intensive Residential without Child	\$147.64 to \$235.62
Daily Rate	PPW Intensive Residential with Child	\$182.52 to \$264.33
Daily Rate	Therapeutic Intervention for Children	\$58.05 to \$78.83
Daily Rate	Youth Intensive Residential	\$175.50 to \$418.00
Daily Rate	Youth Long Term Residential	\$160.00 to \$263.00
Daily Rate	Youth Recovery House Residential	\$160.00 to \$263.00
<b>Mental Health Residential (in region &amp; within available resources)</b>		
Bed Day	Assisted Living Home Residential Treatment 67 Beds	{ \$TBD
Bed Day	Adult Residential Treatment Facility - 16 Bed	\$346.00
Daily Rate	Residential Treatment Services (alternative payment method)	{ \$73.60 to \$350.00

<i>Triage (in region &amp; within available resources)</i>		
Capacity	Stabilization Triage - Snohomish	% Non-Medicaid Monthly
Capacity	Stabilization Triage/Withdrawal Mgmt. – Whatcom	% Non-Medicaid Monthly
Capacity	Stabilization Triage/Withdrawal Mgmt. – Island	% Non-Medicaid Monthly
Capacity	Stabilization/Withdrawal Mgmt. Triage - Skagit	% Non-Medicaid Monthly
<b><i>Projects for Assistance in Transition from Homelessness (PATH)</i></b>		
Cost Reimbursement	PATH Outreach Services-Snohomish	Budget {\$0 to \$292,035}
<b><i>PATHFINDER</i></b>		
Pay for Performance	Peer PATH Finder	{\$0 to \$115,844}
Cost Reimbursement	Peer Bridger	{\$240,000 annually for program; \$11,109 annually for participant service funds}
<b><i>Designated Cannabis Account (DCA)</i></b>		
Monthly	DCA Services	Cost Reimbursement
<b><i>Assisted Outpatient Treatment</i></b>		
Cost Reimbursement	Assisted Outpatient Services	{\$1,200 per person per month}
<b><i>Juvenile Treatment Services</i></b>		
Monthly	Youth BH Services	Cost Reimbursement



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## EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: Whatcom County

CONTRACT: NORTH SOUND BH-ASO-WHATCOM COUNTY-ICN-23

CONTRACT PERIOD: 01/01/2023 – 06/30/2023

### Identification of Deliverables

Provider shall provide all deliverables as identified in the Required Deliverables Grid below. Templates for all reports that the provider is required to submit to North Sound BH-ASO may be found on the North Sound BH-ASO website under *Forms & Reports* (click [here](#)). North Sound BH-ASO may update the templates from time to time and will notify providers of any changes. Deliverables are to be submitted to [deliverables@nsbhaso.org](mailto:deliverables@nsbhaso.org) on or before the indicated due date unless otherwise noted. For more information regarding a specific deliverable, please refer to the indicated Supplemental Provider Service Guide reference (as applicable).

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
Substance Abuse Block Grant (SABG) Capacity Management Form	Quarterly	15 <sup>th</sup> of the month following the quarter being reported (1/15, 4/15, 7/15, 10/15)	Not Applicable
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11
Ownership and Control Disclosure Form	Annual	Annually on January 31 <sup>st</sup> , or more frequently when changes occur	Not applicable

<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b>DUE DATE</b>	<b>SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE</b>
Federal Block Grant Peer Review	As requested	Annually when requested	Chapter 15



**North Sound Behavioral Health Administrative Services Organization  
Dedicated Cannabis Account Program  
Cost Reimbursement Budget  
January 1, 2023 to June 30, 2023  
Whatcom County Human Services**

**Revenues**

Dedicated Cannabis Account Funding	\$	41,719
Total	\$	<u>41,719</u>

**Expenses**

Dedicated Cannabis Account	\$	41,719
Total	\$	<u>41,719</u>

**North Sound Behavioral Health Administrative Services Organization  
Jail Services Program  
Cost Reimbursement Budget  
January 1, 2023 to June 30, 2023  
Whatcom County Human Services**

**Revenues**

Jail Service Funding	\$	42,583.19
Total	\$	<u>42,583.19</u>

**Expenses**

Jail Service	\$	42,583.19
Total	\$	<u>42,583.19</u>

**North Sound Behavioral Health Administrative Services Organization  
Substance Abuse Block Grant CFDA 93.959  
Cost Reimbursement Budget  
January 1, 2023 to June 30, 2023  
Whatcom County Human Services**

**Revenues**

SABG Funds	\$	203,114.00
SABG COVID Funds	\$	30,000.00
Total	\$	<u>233,114.00</u>

**Expenses**

Opiate Outreach Services	\$	203,114.00
Additional SABG	\$	30,000.00
Total	\$	<u>233,114.00</u>

**North Sound Behavioral Health Administrative Services Organization  
Trueblood Program  
Cost Reimbursement Budget  
January 1, 2023 to June 30, 2023  
Whatcom County Human Services**

**Revenues**

Trueblood Funding	\$	19,992.91
Total	\$	<u>19,992.91</u>

**Expenses**

Trueblood Expenses	\$	19,992.91
Total	\$	<u>19,992.91</u>

**North Sound Behavioral Health Administrative Services Organization  
Co-Responder  
Cost Reimbursement Budget  
January 1, 2023 to June 30, 2023  
Whatcom County Human Services**

**Revenues**

MHBG Covid Funds	\$	111,782.00
Total	\$	<u>111,782.00</u>

**Expenses**

Co-Responder Expense	\$	111,782.00
Total	\$	<u>111,782.00</u>

## North Sound Behavioral Health

### Monthly Billing Form

Agency Name \_\_\_\_\_  
 Program \_\_\_\_\_  
 Period Covered \_\_\_\_\_

**Expenses**

Salaries & Wages	\$	-
Personnel Benefits	\$	-
Office & Operating Supplies	\$	-
Small Tool & Minor Equipment	\$	-
Professional Services	\$	-
Communications	\$	-
Travel	\$	-
Operating Rentals	\$	-
Insurance	\$	-
Utilities	\$	-
Repair & Maintenance	\$	-
Machinery & Equipment	\$	-
Miscellaneous Expense	\$	-
Capital	\$	-
Direct Cost Allocations	\$	-
Indirect Cost Allocations	\$	-
Other		
Total	\$	-

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination.

Signature of Agency Representative \_\_\_\_\_  
 Name of Agency Representative \_\_\_\_\_  
 Date \_\_\_\_\_

Submit to [fiscal@nsbhaso.org](mailto:fiscal@nsbhaso.org)



## North Sound BH-ASO

2021 E. College Way, Suite 101, Mt. Vernon, WA 98273

Phone: (360) 416-7013 Fax: (360) 899-4754

[www.nsbhaso.org](http://www.nsbhaso.org)

### Exhibit F: Federal Award Identification for Subrecipients (reference 2 CFR 200.331) Substance Abuse Block Grant

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Whatcom County Human Services
(ii) Subrecipient's unique entity identifier; (UEI)	NT6RMN8THTN7
(iii) Federal Award Identification Number (FAIN);	B08TI084681
(iv) Federal Award Date (see §200.39 Federal award date);	2/10/22
(v) Subaward Period of Performance Start and End Date;	7/1/2022-6/30/2023
(vi) Amount of Federal Funds Obligated by this action;	\$233,114
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$233,114
(viii) Total Amount of the Federal Award;	\$3,339,438
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>Block Grant for Prevention and Treatment of Substance Abuse</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 <a href="mailto:Keri.waterland@hca.wa.gov">Keri.waterland@hca.wa.gov</a>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.959
(xii) Identification of whether the award is R&D; and	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	10%



## North Sound BH-ASO

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### Exhibit F: Federal Award Identification for Subrecipients (reference 2 CFR 200.331) Mental Health Block Grant

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Whatcom County Human Services
(ii) Subrecipient's unique entity identifier; (UEI)	NT6RMN8THTN7
(iii) Federal Award Identification Number (FAIN);	B08TI084681
(iv) Federal Award Date (see §200.39 Federal award date);	2/10/22
(v) Subaward Period of Performance Start and End Date;	7/1/2022-6/30/2023
(vi) Amount of Federal Funds Obligated by this action;	\$111,782
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$111,782
(viii) Total Amount of the Federal Award;	\$4,278,096
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>Block Grant for Community Mental Health Services</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 <a href="mailto:Keri.waterland@hca.wa.gov">Keri.waterland@hca.wa.gov</a>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.958
(xii) Identification of whether the award is R&D; and	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	10%