

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by the Salish Behavioral Health Administrative Services Organization (SBHASO), through Kitsap County, a political subdivision of the State of Washington, as the Administrative Entity for the SBHASO, having its principal offices at 614 Division Street, Port Orchard, Washington; and the North Sound Behavioral Health Administrative Services Organization, having its principal offices at 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective October 1, 2020 and terminate on June 30, 2021. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the SBHASO.
- 2.3 The Contractor ensures compliance with Exhibit A: Description of Services.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will be paid within the limits established by Exhibit B: Compensation. Any cost incurred by Contractor over and above the year-end sums set out in the Budget shall be Contractor's sole risk and expense. Payment under this Contract will not exceed the total funds authorized as set forth on Exhibit B: Compensation.
- 2.6 Comply with all applicable federal, state and local statutes, regulations, rules, and ordinances.
- 2.7 Comply with all applicable federal, state, local and SBHASO policies, procedures, and practices.
- 2.8 Not commence work under this Contract until all insurance required under this section has been obtained.

SECTION 3. CONTRACT REPRESENTATIVES

The SBHASO and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

SBHASO's Contract Representative

Stephanie Lewis, Regional Administrator
Kitsap County Department of Human Services
614 Division Street MS-23
Port Orchard, WA 98366

Contractor's Contract Representative

Joe Valentine, Executive Director
North Sound Behavioral Health Administrative Services Organization
301 Valley Mall Way, Suite 110
Mount Vernon, WA 98273

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract, by the SBHASO to the Contractor, in no event will exceed \$25,000.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the SBHASO once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the SBHASO generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the SBHASO, the SBHASO may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the SBHASO.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the SBHASO and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of the Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to

personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes, but is not limited to, claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. Contractor's indemnification duty shall survive the expiration or termination of this contract.

- 6.2 With regard to any claim against the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County and Clallam County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the contract, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, its officers, officials, employees and agents as an additional insured with respect to performance of services.
- C. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, its officers, officials, employees or agents.
- D. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- E. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- G. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the SBHASO with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the SBHASO. Any certificate or endorsement limiting or negating the insurer's obligation to notify the SBHASO of

cancellation or changes must be amended so as not to negate the intent of this provision.

C. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the SBHASO. The address of the certificate holder will be shown as the current address of the SBHASO.

D. Written notice of cancellation or change will be mailed to the County at the following address:

Stephanie Lewis, SBHASO Administrator
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366-4676

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

E. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

8.1 The SBHASO may terminate the Contract in whole or in part whenever the SBHASO determines, in its sole discretion, which such termination is in the best interests of the SBHASO. The SBHASO may terminate the Contract upon giving the Contractor 30-days' written notice. In that event, the SBHASO will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the SBHASO may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by SBHASO to the Contractor. No costs incurred after the effective date of the termination will be paid.

8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the SBHASO, the SBHASO may terminate the Contract. In that event, the SBHASO will pay the Contractor only for the costs of services accepted by the SBHASO.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the SBHASO.

9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the SBHASO. The Contractor specifically has the right to direct and control Contractor's own activities in

providing the agreed services in accordance with the specifications set out in the Contract.

- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any SBHASO benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County, Jefferson County, and Clallam County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the SBHASO.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the SBHASO. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 An electronic copy of all word processing documents will be submitted to the SBHASO upon request or at the end of the job using the word processing program and version specified by the SBHASO.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend Kitsap County, Jefferson County, and Clallam County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the SBHASO, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly, in writing, by the SBHASO of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the SBHASO arising under or out of the Contract will be brought to the attention of the SBHASO at the earliest possible time so that the matter may be settled or other appropriate action promptly taken.

A. Resolution of Disputes:

Arbitration: If the claim is not resolved within 24 days of the initial notification, the parties shall proceed to arbitration as follows:

- i. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.
- ii. If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Kitsap County to name the arbitrator.

- iii. The professional fees and administrative costs of the arbitrator shall be paid 50/50 by the parties; the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
- iv. The parties agree that the arbitrators' decision shall be binding, final and enforceable subject to timely appeal to Kitsap County Superior Court only as provided in Chapter 7.04A RCW.
- v. 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 Kitsap County no later than 60 days after the close of the meeting described in paragraph (b) above.
- vi. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
- vii. Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.
- viii. 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 Kitsap County Superior Court.
- ix. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the SBHASO or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the SBHASO or an order entered by a court of competent jurisdiction. The Contractor will promptly give the SBHASO written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform

- services under the Contract upon receipt of a written request to do so from the SBHASO's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The SBHASO may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The SBHASO, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).
- 17.11 **Records Retention.** Records Retention during the term of this Agreement and is seven (7) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.
- a. The Contractor shall maintain records sufficient to:
- (1) Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.

- (2) Document performance of all acts required by law, regulation, or this Agreement.
- (3) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- (4) Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Agreement.

17.12 Independent Audit

Single Audit Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in Federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the Contract Administrator a copy of the audit and shall follow up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F.

17.13 Suspension, Debarment, and Lobbying. The Contractor shall certify, on a separate form (Exhibit D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Exhibit E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

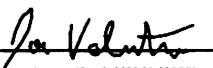
This contract is effective October 1, 2020.

DATED this 2nd day September, 2020.

DATED this 28 day SEPTEMBER 2020.

CONTRACTOR

**NORTH SOUND BEHAVIORAL
HEALTH ADMINISTRATIVE
SERVICES ORGANIZATION**



 Joe Valentine, Executive Director


**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, by KITSAP COUNTY
BOARD OF
COMMISSIONERS, Its Administrative Entity**



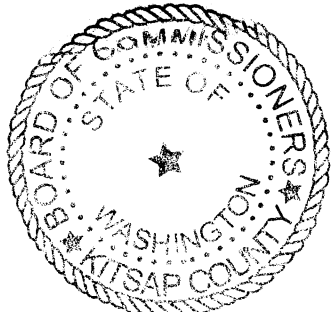
 Charlotte Garrido, Chair



 Robert Gelder, Commissioner



 Edward E. Wolfe, Commissioner



ATTEST:


 Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

EXHIBIT A: DESCRIPTION OF SERVICES

The purpose of this Agreement is the appropriation of \$25,000 to the Contractor to provide Salish Behavioral Health Administrative Services Organization with a proprietary Maintenance Management Information System (MMIS) complete with term limited technical assistance and support.

Goals

1. To provide SBHASO with an effective and efficient MMIS capable of receiving, transmitting, and responding to the data necessary for BH-ASO operations.
2. To provide an effective and efficient process for conducting eligibility determination and verification.
3. To provide technical assistance for MMIS implementation and refinement.

Project Description

Contractor will work with SBHASO Information Systems (IS) staff to implement a MMIS capable of receiving and transmitting the following Electronic Data Interchange (EDI) transactions:

1. 834 Enrollment Transaction
 - a. Ability to receive, parse, and store 834 transactions from each of the 4 Managed Care Organizations (MCOs) operating in the Salish Regional Service Area (RSA) (Amerigroup, Coordinated Care, Molina Healthcare, and United Healthcare).
2. 270/271 Health Care Eligibility Benefit Inquiry and Response
 - a. Ability to format and submit the 270 Health Care Eligibility Inquiry to Health Care Authority (HCA) to determine Medicaid eligibility.
 - b. Ability to receive, parse, and store the 271 Response to determine the eligibility of an individual served by SBHASO.
3. 837p and 837i Health Care Claim
 - a. Ability to receive, parse, format, and store 837p and 837i transactions from provider agencies.
 - b. Ability to format and submit 837p and 837i transactions to all 4 MCOs (Amerigroup, Coordinated Care, Molina Healthcare and United Healthcare) and HCA.
4. 835 Electronic Remittance Advice
 - a. Ability to receive, parse, and store 835 transactions from MCOs and HCA.
 - b. Ability to interpret and pass through 835 response to provider agencies.
5. Remittance Proprietary Response
 - a. Ability to receive, parse, and store proprietary response transactions from MCOs.
 - b. Ability to interpret, format, and pass through proprietary response to provider agencies.
6. Behavioral Health Supplemental Transactions
 - a. Ability to receive, parse, and store supplemental behavioral health data submitted by provider agencies.
 - b. Ability to format and submit supplemental behavioral health data to HCA.

Contractor will provide the following assistance and support for all stages of the implementation:

1. Implementation support with Contractor IS staff for hardware/software requirements for building testing and production environment.
2. Coding support and hands on technical assistance with Contractor IS staff for MMIS build.
3. Hands on technical assistance and support with Contractor IS staff for custom MMIS modifications.
4. Training SBHASO staff with Contractor IS staff on MMIS features and functionality.
5. Remote technical assistance and support with Contractor IS staff for MMIS updates, modifications, and general inquiries.
6. Ongoing technical assistance and support with Contractor IS staff based on an hourly rate.

Key Assumptions

1. SBHASO will provide software, hardware, and technical equipment necessary for the MMIS build outside of the costs embedded in the contract.
2. SBHASO has the internal technical expertise to maintain the MMIS and will require limited technical support once the MMIS build is complete.
3. SBHASO’s provider network can format and transmit the EDI transactions in accordance with the MMIS technical specifications.
4. SBHASO will provide access to internal network to Contractor IS staff during the MMIS build process and for ongoing technical support.

Technical Requirements

Contractor IS staff will require VPN access to SBHASO internal system through the use of SBHASO technical equipment. The MMIS build will require a Testing and Production environment on machines with the following specifications:

Production	SQL Server- SQL Server 2017 Standard
OS:	Windows Server 2019
CPU:	4-core
Memory:	96 GB
C:	100 GB
E:	20 GB
F:	50 GB
G:	250 GB
H:	125 GB
I:	250 GB
J:	250 GB
K:	50 GB
L:	150 GB
Test (Optional)	SQL Server- SQL Server 2017 Standard
OS:	Windows Server 2019

CPU:	2-core
Memory:	16 GB
C:	100 GB
E:	20 GB
F:	50 GB
G:	250 GB
H:	125 GB
I:	250 GB
J:	250 GB
K:	50 GB
L:	150 GB
Sql-Backup (Optional)	
OS:	Windows Server 2019
CPU:	2-core
Memory:	4 GB
C:	100 GB
E:	250 GB

Timeline

Services Provided	Timeline
Phase 3 – Contractor IS ongoing technical support (no more than 10 hours per week)	10/1/2020 – 12/31/2020
Phase 4- Contractor IS ongoing technical support (no more than 5 hours per week)	01/01/2021 – 06/30/2021

EXHIBIT B: COMPENSATION

The total amount payable under the Contract, by the SBHASO to the Contractor, in no event will exceed \$25,000.

Services Provided	Timeline	Compensation
Phase 3 – North Sound BH-ASO IS ongoing technical support (no more than 10 hours per week)	10/1/2020 – 12/31/2020	\$75 per hour
Phase 4- North Sound BH-ASO IS ongoing technical support (no more than 5 hours per week)	01/01/2021 – 06/30/2021	\$75 per hour

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) is effective as of the _____ day of _____, 20__ (“**Effective Date**”) by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (**Salish BH-ASO**) and NORTH SOUND BEHAVIORAL HEALTH – ADMINSTRATIVE SERVICES ORGANIZATION (**Contractor**) (individually, a “**Party**” and, collectively, the “**Parties**”).

- A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, “**HIPAA**”).
- B. Salish BH-ASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities (“**Upstream Covered Entities**”), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 (“**Part 2**”). Salish BH-ASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.
- C. The Parties have entered into one or more arrangements (collectively, the “**Service Contract**”) under which Contractor will provide certain services to Salish BH-ASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of Salish BH-ASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

- I. **DEFINITIONS**. Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. “**Individual**” shall have the same meaning as the term “Individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). “**Part 2 Information**” means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. “**PHI**” shall have the same meaning as the term “Protected Health Information” that is created, received, maintained, or transmitted by Contractor from or on behalf of Salish BH-ASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. “**PII**” means personally identifiable information as defined under Washington law.
- II. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR**.
 - 2.1 **Performance of Service Contract**. Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, Salish BH-ASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, “**Law**”), if done by Salish BH-ASO or an Upstream Covered Entity.
 - 2.2 **Management; Administration; Legal Responsibilities**. Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, Salish BH-ASO, and Contractor.
 - 2.3 **Required by Law**. Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted

by Law, immediately notify Salish BH-ASO prior to the disclosure; (ii) cooperate with Salish BH-ASO in making any disclosures Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

- 2.4 **De-Identified Information.** Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from Salish BH-ASO.
- 2.5 **Minimum Necessary.** Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with Salish BH-ASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- 3.1 **Compliance with this Agreement.** Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.
- 3.2 **Safeguards.** Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "**Security Rule**") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.
- 3.3 **Notification.**
 - 3.3.1 **Impermissible Use or Disclosure.** Contractor shall report to Salish BH-ASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.
 - 3.3.2 **Security Incident.** Contractor shall report to Salish BH-ASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.
 - 3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "**Breach Notification Rule**").
 - 3.3.4 **Part 2 Information.** Contractor shall report to Salish BH-ASO unauthorized uses, disclosures, or breaches of Part 2 Information.
 - 3.3.5 **Reporting Requirements.** Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "**Event**"). Contractor shall supplement the information provided in the report

as it becomes available. An Event shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.

- 3.3.6 **Content of Notification.** Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform Salish BH-ASO of each Event; and (ii) any additional information requested by Salish BH-ASO. At a minimum, the report of an Event shall include, to the extent possible:
- (a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;
 - (b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;
 - (c) A description of the types of PHI or PII involved in the Event (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;
 - (e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and
 - (f) Contact procedures for Salish BH-ASO or Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 3.4 **Subcontractors.** Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or Salish BH-ASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.
- 3.5 **Restrictions.** Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which Salish BH-ASO informs Contractor.
- 3.6 **Access.** At the request of Salish BH-ASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by Salish BH-ASO, Contractor shall make available PHI and PII so that Salish BH-ASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to Salish BH-ASO within two (2) business days.
- 3.7 **Amendment.** At the request of Salish BH-ASO, in a reasonable time and manner and in the form and format requested by Salish BH-ASO, Contractor shall make amendments to PHI and PII so that Salish BH-ASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by Salish BH-ASO in accordance with the Privacy Rule and other Law. In the event an Individual requests

from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

3.8 **Accounting of Disclosures**. Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to Salish BH-ASO to permit Salish BH-ASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

3.9 **Disclosures to the Secretary**. Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the "**Secretary**"), for the purpose of determining an Upstream Covered Entity's, Salish BH-ASO's or Contractor's compliance with HIPAA, and to Salish BH-ASO for the purpose of determining Contractor's compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or Salish BH-ASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity's, Salish BH-ASO's, or Contractor's compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary's request; and (iii) provide to Salish BH-ASO a copy of all documents provided to the Secretary.

3.10 **Part 2 Information**.

3.10.1 **Part 2 Obligations of Contractor**. To the extent that, in performing services for or on behalf of Salish BH-ASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by Salish BH-ASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.

3.10.2 **Notice**. 42 CFR Part 2 prohibits unauthorized disclosure of these records.

3.10.3 **Redisclosure**. Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or Salish BH-ASO.

3.10.4 **Compliance**. Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.

3.11 **Sexually Transmitted Disease Information Notice**. With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.

3.12 **Covered Entity Obligations**. To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.

- 3.13 **On-Site Services.** Contractor agrees that, while present at any Salish BH-ASO facility and/or when accessing Salish BH-ASO's computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and procedures established by Salish BH-ASO including, without limitation, those established pursuant to HIPAA.
- 3.14 **No Sale of PHI.** Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of Salish BH-ASO.
- 3.15 **No Impermissible Marketing or Fundraising Communication.** Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by Salish BH-ASO or an Upstream Covered Entity under HIPAA.
- 3.16 **Mitigation.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.
- 3.17 **Compliance with Applicable Law.** Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes Salish BH-ASO to not be in compliance with applicable Law.
- IV. **OBLIGATIONS OF SALISH BH-ASO.** Salish BH-ASO shall not request Contractor to act in a manner that is not permissible under HIPAA.
- V. **TERM AND TERMINATION.**
- 5.1 **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.
- 5.2 **Termination.** Upon Salish BH-ASO's knowledge of a material breach by Contractor of its obligations under this Agreement, Salish BH-ASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then Salish BH-ASO immediately may terminate the Service Contract upon notice.
- 5.3 **Effect of Termination.**
- 5.3.1 **Return or Destruction.** Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.
- 5.3.2 **Continued Protections.** In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to Salish BH-ASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI

and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. **MISCELLANEOUS.**

- 6.1 **Indemnification Obligation.** Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at Salish BH-ASO's request, and hold harmless Salish BH-ASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "**Salish BH-ASO Indemnified Parties**") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an Salish BH-ASO Indemnified Party (collectively, "**Damages**") that arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.2 **Coverage of Costs.** In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by Salish BH-ASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by Salish BH-ASO and any affected Upstream Covered Entity.
- 6.3 **Process for Indemnification.** Salish BH-ASO will notify Contractor of any Damages for which it seeks indemnification. Upon a Salish BH-ASO request for defense, Contractor will use counsel reasonably satisfactory to the Salish BH-ASO Indemnified Parties to defend each claim related to the Damages and will keep the Salish BH-ASO Indemnified Parties informed of the status of the defense of each of the Damages. Salish BH-ASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. Salish BH-ASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the Salish BH-ASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any Salish BH-ASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.
- 6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.
- 6.5 **No Limitations on Liability.** Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement,

including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

- 6.6 **Ownership of Information.** The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.
- 6.7 **Insurance.** Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Contractor's cyber insurance shall be no less than one million dollars (\$1,000,000) per occurrence. Upon request, Contractor shall provide evidence of insurance coverage.
- 6.8 **Equitable and Injunctive Relief.** The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause Salish BH-ASO and its Upstream Covered Entities irreparable damage and that Salish BH-ASO and its Upstream Covered Entities shall have the right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. Salish BH-ASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.9 **Third Party Beneficiaries.** Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.10 **Interpretation.** This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.
- 6.11 **Survival.** The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.
- 6.12 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in HIPAA and Part 2.
- 6.13 **Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.14 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of

effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No agency relationship is deemed created by this Agreement.

6.15 **Governing Law.** To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.

6.16 **No Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

6.17 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

6.18 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

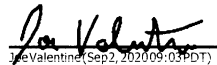
6.19 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.

IN WITNESS WHEREOF, the Parties have executed, through representatives with the authority to bind each Party, this Agreement effective as of the Effective Date.

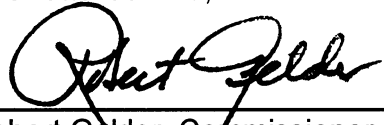
**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By KITSAP
BOARD OF COMMISSIONERS,
Its Administrative
Entity**

**NORTH SOUND BEHAVIORAL
HEALTH ADMINISTRATIVE
SERVICES ORGANIZATION**


Charlotte Garrido, Chair


Joe Valentine (Sep 2, 2020 09:03 PDT)

By: _____


Robert Gelder, Commissioner

Title: Executive Director


Edward E. Wolfe, Commissioner

I attest that I have the authority to sign this contract on behalf of NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION.

DATE 9-28-2020

DATE September 2, 2020

ATTEST


Dana Daniels, Clerk of the Board

North Sound BHASO

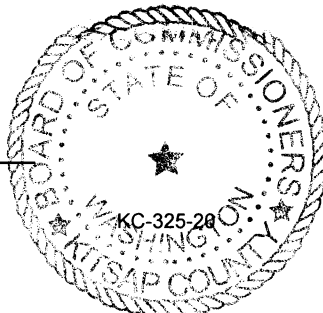



EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

**NORTH SOUND BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES ORGANIZATION**


JoeValentineSep2, 202009:03PDT

Name: Joe Valentine, Executive Director

DATE: September 2, 2020

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

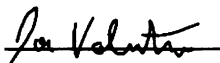
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR:

NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION



Joe Valentine (Sep 2, 2020 09:03 PDT)

September 2, 2020

Signature of Certifying Official

Date

MEMBER:

North Sound Behavioral Health Org
 301 Valley Mall Wy, Ste 110
 Mount Vernon, Washington 98273

MEMORANDUM #

2021-00-135

EFFECTIVE:

9/1/2020 through 8/31/2021

This is to certify that the Memorandum of Coverage has been issued to the Member named above for the period indicated.

COVERAGE:	COVERAGE TYPE	LIMIT	DEDUCTIBLE
GENERAL LIABILITY <i>General Liability; Professional Liability; Personal Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act	\$20,000,000	\$1,000
	Member Aggregate	\$20,000,000	\$1,000
TERRORISM LIABILITY	Each Occurrence	\$500,000	\$1,000
	Aggregate	\$1,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co Pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence	\$1,000,000	\$1,000
	Member Aggregate	N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence	N/A	N/A
	Member Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY <i>Property; Mobile Equipment; Boiler & Machinery</i>	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Each Claim	\$2,000,000	20% Co Pay*
	Member Aggregate	\$2,000,000	20% Co Pay*
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	N/A	N/A
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence	\$25,000	\$1,000
	Member Aggregate	\$25,000	\$1,000

**CoPay may be waived as per Memorandum of Coverage*



Rafael Ortiz
 Authorized Representative
 Chief Operating Officer

SAM Search Results
List of records matching your search for :

Search Term : North Sound Behavioral Health Administrative Services Organization*
Record Status: Active

ENTITY	North Sound Behavioral Health Administrative Services Organization, LLC	Status: Active
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DUNS: 958386666	+4:	CAGE Code: 4YQ52	DoDAAC:
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Expiration Date: 10/09/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 301 Valley Mall Way Ste 110	State/Province: WASHINGTON
City: Mount Vernon	Country: UNITED STATES
ZIP Code: 98273-5462	

Contract Information

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-325-20	Pending	\$25,000	