

**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

**REQUEST FOR PROPOSAL**

**2023-035**

**Submission Deadline:**  
**Thursday, July 27, 2023, 3:00 PM**

**SALISH BH-ASO REQUEST FOR PROPOSAL**  
**CO-RESPONDER PROGRAM**  
**SALISH BH-ASO**  
**REQUEST FOR PROPOSAL SUMMARY**

**Behavioral Health Co-Responder Program**

**I. INTRODUCTION**

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) is requesting proposals for the provision of a Behavioral Health Co-Responder Program within Kitsap, Clallam, and/or Jefferson Counties.

The Behavioral Health Co-Responder Program must pair a mental health professional (MHP) with a law enforcement officer or first responder (Fire/EMS) to respond to behavioral health emergencies within the community.

**Proposal Deadline:**

This Request For Proposal (RFP) is available on the Internet at <http://www.kitsapgov.com/purchasing/bids.htm> or by contacting Glen McNeill at: Kitsap County Department of Administrative Services, 614 Division Street, MS-07, Port Orchard, Washington 98366; (360) 337-4788; or email: [purchasing@co.kitsap.wa.us](mailto:purchasing@co.kitsap.wa.us). SBH-ASO reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Questions about the program content of the Request for Proposal contact Jolene Kron at [jkron@co.kitsap.wa.us](mailto:jkron@co.kitsap.wa.us)

**II. PLANNING SCHEDULE**

<b><u>DATE</u></b>	<b><u>ACTIVITY</u></b>
June 8, 2023	RFP Packet Available
July 27, 2023	Proposal Deadline
July 27-28, 2023	SBH-ASO Staff Review
August 4 – 21, 2023	SBH-ASO Advisory Board Committee Reads and Evaluates Proposals and Recommend Awards
September 15, 2023	Present recommendations to SBH-ASO Executive Board

### III. APPLICANT ELIGIBILITY

SBH-ASO intends to contract with a law enforcement or first responder (Fire or EMS) agency to provide a Behavioral Health Co-Responder Program staffed with a mental health professional within the 3-county region (Clallam, Jefferson, or Kitsap) served by Salish BH-ASO.

### IV. PERIOD OF PERFORMANCE

The period of performance for services solicited under this RFP is anticipated to begin October 1, 2023, and end June 30, 2025.

### V. PROPOSAL SUBMISSION

All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches) and stapled once in the upper left corner. No binding or folders will be accepted. Binder clips may be used to keep pages together. The original response and five (5) additional copies with one electronic form (CD/disk or thumb drive), including all supporting material, must be sealed in an envelope or box and submitted to:

**Please submit by mail to:**

Glen McNeill, Purchasing Supervisor  
Kitsap County Purchasing Office  
614 Division Street, MS-7  
Port Orchard, WA 98366

**OR For hand delivery, express , or courier:**

Glen McNeill, Purchasing Supervisor  
Kitsap County Administration Building  
Purchasing Office – Fourth Floor  
614 Division Street  
Port Orchard, WA 98366

Please ensure that the box or envelope has this address clearly marked on it.

Applications received after 3:00 P.M. will not be accepted.

### VI. PROGRAM ELEMENTS

A. Proposal Format

In order to be considered, proposers must supply all the information requested. The proposal **must** contain the following sections in order for each individual program proposed:

1. Proposal Cover Sheet. (Attachment A)
2. Program Activities and Services Narrative (limited to 6 typed pages, using 12-point font).

3. Fiscal Proposal (Limited to 1 page budget including narrative, using 12-point font).
4. SBH-ASO Contract Documents: General Agreement, Special Terms and Conditions, and Co-Responder Statement of Work, do not need to be completed. These attachments are for submitter review and reference. (Attachment B)

B. Proposal Contents

All responses must contain sufficient information necessary to thoroughly describe the program design and operation.

1. Proposal Cover Sheet (Attachment A)
2. Services Narrative and Program Activities (Limited to 6 pages)

The program narrative should include a thorough description of all activities listed below.

- A. Describe your agency, service area, and scope of work.
- B. Identify information supporting community need for this type of program. Include any community data as appropriate.
  1. Include information regarding existing co-responder and/or navigator-like programs in your community.
  2. Include information regarding your agency's experience partnering with any existing co-responder and/or navigator-like programs in your community.
- C. Describe your agency's vision for this program, including:
  1. Hours of operations
  2. Scope of services provided under this program
  3. Coordination and collaboration with behavioral health, physical health, and social service agencies within the community
- D. How the addition of an MHP will enhance your current behavioral health responses within your community. Identify if the agency plans to subcontract with a Behavioral Health Agency (BHA) for the provision of a mental health professional to staff the Co-Responder Team OR if the agency plans to directly employ a licensed mental health

professional.

NOTE: Non-licensed mental health professionals must be employed by DOH Licensed Behavioral Health Agencies. If a first responder agency plans to directly employ a mental health professional for this program, that mental health professional must be independently licensed by the Department of Health (i.e.: LMHC, LMFT, LICSW), in order to be eligible for this SBH-ASO funding.

- E. Summarize the qualifications of all key staff members who will implement this program and describe the process and personnel used to supervise this program. Please identify if the plan is to hire new staff or enhance/expand upon existing staffing resources. Please identify training to be provided.
  - F. Describe your basic managerial and fiscal structure including program management, accounting, internal controls, program monitoring and evaluation, and any outside contractors to be utilized in the administration of the program.
  - G. Describe your understanding of privacy requirements related to protected health information (PHI). Please also describe any changes that would be implemented for this program to meet these privacy requirements.
3. Describe your ability to meet the requirements outlined in Attachment "Statement of Work". Fiscal Proposal: (Limited to 1 page)

Provide a fiscal proposal including itemization of expected costs.

- A. Program budget of \$180,000 for the 21-month period of performance.
  - 1. Up to \$5,000 may be used for the purchase of program related equipment to include computers, cell phones, etc.
  - 2. Funds may be used for salary, benefits, employee-related transportation costs, and administrative costs.
  - 3. This contract will be cost reimbursement and will require reporting of actual costs with supporting documentation.

## **VII. REVIEW AND SELECTION CRITERIA**

- A. Basic Minimum Criteria: The absolute minimum requirement is to include all requested documents as listed above.

Proposals will be evaluated according to the information contained within the written proposal.

B. Program Design Elements:

Proposals meeting the above minimum technical requirements will be further reviewed for program design elements. Each of the following criteria has equal weight:

1. Description of community need for Co-Responder programming.
2. Description of scope of services provided.
3. Description of program oversight and supervision.
4. Description of experience with similar behavioral health programming.
5. Description of management structure, including fiscal oversight.
6. Description of privacy requirements and plan to implement privacy adherent practices.
7. Potential effectiveness of the overall plan.
8. Budget clarity and reasonableness.
9. Ability to meet reporting requirements.

C. Cost/Price Reasonableness:

Proposals will be evaluated for cost/price reasonableness. The price will be judged based on a comparison of prices among competing proposals. Price will also be compared to past prices offered by similar services, if applicable. Cost reasonableness will be judged by means of line-item budget analysis. Line items will be reviewed for necessary and reasonable costs. This criterion has equal weight among those listed in B above.

## **VIII. GENERAL PROPOSAL REQUIREMENTS**

A. Authorship

Proposals developed with the assistance of organizations or individuals outside the bidder's own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of the SBH-ASO, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Independent Price Determination

The proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This section does not preclude or impede the formation of a consortium of agencies which intend to respond to this RFP.

C. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the program. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The SBH-ASO reserves the right to approve all subcontractors.

D. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The SBH-ASO reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the SBH-ASO to do so.

E. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint under the SBH-ASO's Complaint & Grievance System. System procedures may be obtained from the SBH-ASO upon request.

F. Cancellation of Award

The SBH-ASO reserves the right to cancel an award immediately if new State or Federal regulations or Health Care Authority determinations make it necessary to substantially change the project purpose or content or prohibit such a project.

G. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

H. Waivers

The right is reserved by the SBH-ASO to waive specific terms and conditions contained in this Request for Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. Publicity

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the SBH-ASO.

K. Limitation

This Request for Proposals does not commit the SBH-ASO to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

L. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

M. Contract Award

The SBH-ASO may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The SBH-ASO reserves the right to request additional data, discussion or presentation in support of written proposals.



**IX. ATTACHMENTS**

**ATTACHMENT A: PROPOSAL COVER SHEET**

**SALISH BH-ASO Behavioral Health Co-Responder Program**

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**Submitting Agency**

Legal name of Company/Agency:

Doing Business as:

Street Address:

City, State, Zip Code:

Authorized Representative:

Title:

Phone/Fax:

Program Address, if different than above:

Email Address:

**ATTACHMENT B: STATEMENT OF WORK,  
GENERAL TERM AND CONDITIONS,  
SPECIAL TERMS AND CONDITIONS**

1. General Program Requirements

- a. The Behavioral Health Co-Responder Program will fulfill several duties that include:
  - i. Cultivating contacts, establishing, and maintaining positive, effective, and collaborative relationships with law enforcement agencies, other emergency medical response agencies, and community partners, in an effort to care for and assist individuals with chronic behavioral health disorders and in need of social services.
  - ii. Responding in person to calls for service with first responder personnel to address behavioral health related issues and assist with de-escalation.
  - iii. Assisting First Responder Personnel with identifying the need for evaluation under RCW 71.05/71.34 based upon individual presentation.
  - iv. Communicating with mental health and medical professionals to assist with coordination of care for individuals.
  - v. Providing appropriate referrals to community members seeking services.
  - vi. Conducting outreach to high risk or vulnerable populations (i.e., individuals experiencing homelessness, severely and chronically mentally ill, older adults) with First Responder Personnel
  - vii. Coordinating with social support agencies to encourage treatment and services retention for high service utilizers.

2. Behavioral Health Co-Responder Responsibilities

- a. Responding with First Responder Personnel to dispatches involving individuals with identified behavioral health needs.
- b. Providing behavioral health assessment and triage within the community as part of the response team.
- c. Providing information about behavioral health support and treatment options and other available resources
- d. Utilizing and developing problem solving techniques with individuals.
- e. Sharing recovery-oriented education materials.
- f. Regularly coordinate with treatment providers to obtain information about their referral criteria, assessments, insurance requirements, payment structure, schedules, and availability for new clients
- g. Acting as liaison with social service organizations and provider agencies
- h. Responding to voice mails and inquiries in a timely manner.
- i. Actively participate in regional coordination meetings.
- j. Adhering to all reporting and record keeping requirements as defined by licensing body and regulatory agencies
- k. Adhering to all applicable statutes based upon professional credential(s).

3. Reporting Requirements

- a. First and Last Name
- b. Date of Birth
- c. Race
- d. Gender identification
- e. County of Residence
- f. Insurance status
- g. Housing status
- h. Reason for Referral
- i. Referral Source
- j. Location of Outreach
- k. Mental Health or Substance Use need identified
  - i. Specify which
- l. Disposition of Intervention
  - i. Referral for Goods (food, clothing, etc.)
  - ii. Referral for Services (Treatment, shelter, etc.)-Specify type(s)

**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION  
STANDARD CONTRACT**

Contract Number: KC-XX-XX

Contractor: XX-XX

Amount: Fee for Service

Contract Term: January 1, 202X – December 31, 202X

CFDA#: 93.959, 93.958

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Purpose:

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This contract is made between **XX** (hereinafter “Contractor”) and the Salish Behavioral Health Administrative Services Organization (hereinafter “SBHASO”). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of this contract on behalf of the SBHASO.

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget/Rate Sheet. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

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

\_\_\_\_\_  
Charlotte Garrido, Chair

\_\_\_\_\_  
Katie Walters, Commissioner

\_\_\_\_\_

DATE \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**CONTRACTOR: XX**

\_\_\_\_\_  
Name: XX  
Title: XX

I attest that I have the authority to sign  
this contract on behalf of XXXX

\_\_\_\_\_  
DATE

## GENERAL AGREEMENT

### SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
2. Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
  - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
    - o Compliance with applicable terms and conditions of this contract;
    - o Compliance with all applicable law; and.
    - o Provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

2. Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances. Applicable laws and regulations include, but are not limited to:
  - a. Title XIX and Title XXI of the Social Security Act.
  - b. Title VI of the Civil Rights Act of 1964.
  - c. Title IX of the Education Amendments of 1972, regarding any education programs and activities.
  - d. The Age Discrimination Act of 1975.
  - e. The Rehabilitation Act of 1973.
  - f. The Budget Deficit Reduction Act of 2005.
  - g. The Washington Medicaid False Claims Act and the Federal False Claims Act (FCA).
  - h. The Health Insurance Portability and Accountability Act (HIPPA).
  - i. The American Recovery and Investment Act (ARRA).
  - j. The Patient Protection and Affordable Care Act (PPACA or ACA).
  - k. The Health Care and Education Reconciliation Act.
  - l. The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
  - m. 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.
  - n. 42 C.F.R. Subchapter A, Part 2- Confidentiality of Alcohol and Drug Abuse Patient Records.
  - o. 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.
  - p. 45 C.F.R. Part 96 Block Grants.
  - q. 45 C.F.R § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.
  - r. Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.
  - s. Chapter 71.05 RCW Mental Illness.
  - t. Chapter 71.24 RCW Community Mental Health Services Act.
  - u. Chapter 71.34 RCW Mental Health Services for Minors.
  - v. Chapter 246-341 WAC.
  - w. Chapter 43.20A RCW Department of Social and Health Services.
  - x. Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.
  - y. All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract.
  - z. Reporting of abuse as required by RCW 26.44.030.
  - aa. Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.
  - bb. Copeland Anti-Kickback Act.
  - cc. Davis-Bacon Act.
  - dd. Byrd Anti-Lobbying Amendment.
  - ee. Any services provided to an individual enrolled in Medicaid are subject to applicable Medicaid rules.

3. Contractor shall comply with SBHASO policies, procedures and practices.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

*E. Indemnification*

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 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. This provision shall survive the expiration or termination of this contract.

*F. Insurance*

1. For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such



insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to Program Lead, Salish Behavioral Health Administrative Services Organization Kitsap County Department of Human Services 614 Division Street, MS-23 Port Orchard, WA 98366.

2. The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.
3. Coverage shall include the following terms and conditions:
  - a. The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.
  - b. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.
  - c. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.
  - d. If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
  - e. SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.
4. The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
  - a. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
  - b. If requested, the Contractor will provide a copy of the bonding

instrument or a certification of the same from the bond issuing agency.

5. Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
6. The Contractor shall have insurance coverage and limits as follows:

a. Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
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**Comprehensive General Liability Insurance**

- |                              |                             |
|------------------------------|-----------------------------|
| a. Bodily Injury Liability   | \$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |

OR

- |   |                       |
|---|-----------------------|
| c. Combined Bodily Injury/Property Damage Liability | \$2,000,000 aggregate |
|---|-----------------------|

**Comprehensive Automobile Liability Insurance**

- |                              |  |
|------------------------------|--|
| a. Bodily Injury Liability   | \$1,000,000 each person<br>\$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence                            |

OR

- |                                      |             |
|--------------------------------------|-------------|
| c. Combined Single Limit Coverage of | \$2,000,000 |
|--------------------------------------|-------------|

b. Professional Liability Insurance with limits of not less than:

**Professional Liability Insurance** \$1,000,000 each occurrence

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of

procurement activities.

*H. Documentation*

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.
3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
4. The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

**SECTION II. RELATIONSHIP OF THE PARTIES**

The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor

exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

### **SECTION III. MODIFICATION**

No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

### **SECTION IV. TERMINATION**

#### **A. Failure to Perform**

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

#### **B. Without Cause**

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

C. Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

## **SECTION V. LEGAL REMEDIES**

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

## **SECTION VI. VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

## **SECTION VII. WAIVER**

No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

## **SECTION VIII. NOTICES**

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

XXX  
XXX  
Address  
Address

Stephanie Lewis, Administrator  
Kitsap County Human Services  
614 Division St., MS-23  
Port Orchard, WA 98366-4676

**SECTION IX. PAYMENTS**

- A. All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: Contractor Name, City of XX, County of XX, Sate of Washington.
- B. This contract shall not exceed the amount set forth in the contract compensation/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO’s disallowed cost resolution process.

**SECTION X. DURATION**

The Contractor is authorized to commence October 1, 2023 providing services pursuant to this contract. This agreement shall terminate on June 30, 2025, unless terminated sooner as provided herein.

**SECTION XI. WHOLE AGREEMENT**

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

**SECTION XII. SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

**SECTION XIII. ATTACHMENTS.** The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

- Attachment A – Special Terms and Conditions
- Attachment B – Statement of Work

Attachment C – Budget/Rate Sheet  
Attachment D – Business Associate Agreement  
Attachment E – Data Security and Confidentiality  
Attachment F – Certification Regarding Lobbying  
Attachment G – Debarment Certification

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

## **SPECIAL TERMS AND CONDITIONS**

### **Section II. CONTRACTOR REQUIREMENTS**

#### **A. PROGRAM REQUIREMENTS**

##### **1. General**

- a. Contractor shall adhere to established SBHASO protocols for determining eligibility for services consistent with this contract.
- b. Contractor shall participate in training when requested by SBHASO on behalf of the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.
- c. Contractor shall not differentiate or discriminate in providing services to clients because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services, or any other basis prohibited by law. Contractor shall render services to clients in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.
- d. Contract shall provide Individuals with access to translated information and interpreter services as described in the Materials and Information Section of this Contract.
- e. Contractor agrees to comply with the appointment wait time standards of this Contract. SBHASO shall monitor for timely access and require corrective action if Contractor fails to comply with appointment wait time standards.
- f. Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).
  - i. Contractor shall report new commitment data within twenty-four (24) hours.

##### **2. Quality Improvement**

- a. Contractors receiving GFS or FBG funds shall cooperate with SBHASO or HCA-sponsored Quality Improvement (QI) activities.
- b. Contractor shall adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.



- c. Contractor shall implement a Grievance process that complies with WAC 182-538C-110.
  - d. Contractor shall make information available to Individuals regarding their right to a Grievance or Appeal in the case of:
    - i. Denial or termination of service related to medical necessity determinations
    - ii. Failure to act upon a request for services with reasonable promptness.
    - iii. Termination of this Contract shall not be grounds for an appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.
  - e. Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives)
  - f. Contract shall use the Integrated Co-Occurring Disorder Screen Tool (GAIN-SS found at <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss>). Contractor shall provide training for staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement. This process is subject to Corrective Action if not implemented and maintained throughout the period of contract performance.
  - g. Contractor shall report Critical Incidents involving individuals receiving SBHASO funded services in accordance with SBHASO Critical Incident Reporting Policy and Procedure.
3. Program Integrity
- a. Contractor shall have and comply with policies and procedures that guide its officers, employees and agents to comply with Program Integrity requirements.
  - b. Contractor shall investigate and disclose to HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
  - c. Contractor shall have a Fraud, Waste and Abuse program which includes:
    - i. A process to inform officers, employees, agents and subcontractors about the False Claims Act.

- ii. Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.
  - iii. Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
  - iv. The designation of a compliance officer and compliance committee that is accountable to senior management.\
  - v. Training for all affected parties.
  - vi. Effective lines of communication between the compliance officer and the Contractor's staff.
  - vii. Enforcement of standards through well-publicized disciplinary policies.
  - viii. Provision for internal monitoring and auditing.
  - ix. Provision for prompt response to detected violations, and for development of corrective action initiatives.
- d. Contractor shall subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract.
- i. For the purpose of this section, "subrogation" means the right of any state of Washington government entity or local law enforcement to stand in the place of a Contractor or Individual in the collection against a third party.
- e. Contractor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with the requirements in Chapter 43.43 RCW and, Chapter 246-341 WAC.
- f. Contractor shall participate in the SBHASO Credentialing and Recredentialing process as indicated by SBHASO Policies and Procedures.
- i. Contractor credentialing files are confidential and are scanned into a secure imaging system. This document retrieval system is protected by user ID and password to prevent unauthorized access. These files are protected from discovery and may not be reproduced or distributed, except for confidential peer review and credentialing purposes consistent with state laws.
  - ii. When the SBHASO has reached a credentialing decision, the Contractor will be notified in writing, within 60 calendar days of the decision date. The credentialing determination notification

will specify the range of actions that may be taken by the Contractor, including the appeal process.

- iii. The Contractor has the right to:
    - a. Review information submitted to support their credentialing application.
    - b. Correct erroneous information.
    - c. Receive the status of their credentialing or recredentialing application, upon request.
    - d. Appeal the credentialing decision to the Credentialing Committee in writing within 60 days from the date the decision is communicated. Any appeals will be reviewed by the Credentialing Committee; a determination will be made within 30 calendar days of receipt and written notice will be sent. There will be no subsequent appeal to this final decision.
  - iv. If Contractor loses their accreditation, licenses, or any other essential credentialing requirements (e.g. Liability Insurance) prior to the re-credentialing period, they must notify the SBHASO in writing within 15 calendar days.
  - v. Re-Credentialing: Contractor re-credentialing is performed at minimum every 36 months or as indicated by SBHASO.
- g. Contractor shall complete monthly Exclusion Checks for all employees, volunteers, and all individuals identified on the Disclosure of Ownership Form to include:
- i. Office of Inspector General – <https://exclusions.oig.hhs.gov/>
  - ii. System for Award Management – <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
  - iii. Washington State – <https://www.hca.wa.gov/billers-providers-partners/apple-health-medicaid-providers/provider-termination-and-exclusion-list>
    - HCA Medicaid and DSHS social services list.
- h. Contractor shall submit an attestation of completion of all Exclusion checks to SBHASO by the last business day of the month.
- i. Information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

- j. SBHASO may pursue contract termination as outlined in General Terms and Conditions, Failure to Perform, if Contractor becomes excluded from participation in the Medicaid program.

4. Care Coordination and Priority Populations

- a. Contractor shall provide discharge planning services which shall, at a minimum,
  - i. Coordinate a community-based discharge plan for each Individual served under this Contract, beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.
  - ii. Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment.
  - iii. Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities.
  - iv. Coordinate, as needed, with DBHR prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs), Tribal governments and non-Tribal Indian Healthcare Providers.
- b. Contractor shall develop and implement processes to enable information and data sharing to support Care Coordination, consistent with this Contract.
- c. Priority admission to residential treatment must be given to the priority populations identified in this contract.
- d. Contractor shall coordinate services to financially eligible individuals who are in need of medical services.

5. Health Information Systems

Contractor shall establish and maintain a health information system that complies with the requirements of OCIO Security Standard 141.10, and the Data, Security and Confidentiality Exhibit, and provides the information necessary to meet Contractor's obligations under this Contract. OCIO Security Standards are available at: <https://ocio.wa.gov>.

6. Records Retention

Records retention during the term of this Contract is for ten (10) years following termination or expiration of this Contract, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period. The records shall be retained until completion and resolution of all issues arise there from or until the end of the ten (10) year period, whichever is later.

7. Public Records

All records required to be maintained by this Contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Health Care Authority, or designee; and Contract Administrator for the purpose of program review, monitoring and comparative cost studies.

B. FISCAL REQUIREMENTS AND MONITORING

1. Withhold of Payment

Failure of the Contractor to comply with the terms of this Contract shall give the SBHASO the right to withhold payment of any further funds under this Contract

2. Reimbursement

In the event that it is determined that any funds were distributed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the SBHASO upon written demand. Neither payment of any funds under color of this contract, nor any action of the SBHASO or its officials, officers, agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

3. Right to Hearing

All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or such other actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the SBHASO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

4. Monitoring

a. SBHASO conducts on-going monitoring of Contractor's performance under this Contract. If deficiencies are identified in Contractor's performance, SBHASO will follow the Corrective Action process defined in Section G. In addition to on-going monitoring:

- i. SBHASO shall conduct Contractor review which shall include at least one (1) onsite visit every three (3) years to each contractor site providing state funded or FBG funded treatment services during the period of performance of this contract in order to monitor and document compliance with requirements.
- ii. SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.
- iii. SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
- iv. SBHASO requires Contractor to identify funding sources consistent with the Payments and Sanctions Section of this Contract, FBG reporting requirements, and the rules for payer responsibility found in the table, "How do providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide" which is available on the Health Care Authority's website (<https://www.hca.wa.gov>)
- iv. SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.

5. Audit Requirements

- a. Contractor shall comply with all applicable required audits including to conduct a facility inspection, and the federal Office of Management and Budget (OMB) Super Circular 2 C.F.R. 200.501 and 45 C.R.R 75.501 audits.
  - i. SBHASO shall submit a copy of the OMB audit performed by the State Auditor to the HCA Contact within ninety (90) days of receipt by the SBHASO of the completed audit.
    - a. If Contractor is subject to OMB Super Circular audit, the SBHASO shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements
    - b. If Contractor is not subject to OMB Super Circular audit, the SBHASO shall perform Contractor monitoring in compliance with federal requirements.

6. Federal Block Grant

- a. FBG funds may not be used to pay for services provided prior to the execution of Contract, or to pay in advance of service delivery. Contract and amendments must be in writing and executed by both parties prior to any services being provided.

- b. FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum Contracts shall be based on reasonable costs.
- c. Contractor must receive an independent audit if the Contractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year. Contractor shall submit to the SBHASO the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) days of audit reports being completed and received by Contractor. SBHASO shall follow up with any corrective actions for Contractor audit findings in accordance with 2 D.F.R. Part 200, Subpart F. SBHASO shall retain documentation of all Contractor monitoring activities; and, upon request by HCA, shall immediately make all audits and/or monitoring documentation available to the HCA.
- d. SBHASO shall conduct and/or make arrangements for an annual fiscal review of each Contractor receiving FBG funds, regardless of reimbursement methodology (i.e.: fee-for-service, set rate, performance-based or cost reimbursement contracts), and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:
  - i. Expenditures are accounted for by revenue source.
  - ii. No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.
  - iii. Expenditures are made only for the purposes stated in this Contract, and for services that were actually provided.
- e. Contractor shall participate in the peer review process when requested by the HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and individuals with expertise in the field of mental health treatment (for MHBG). At least five percent (5%) of treatment providers will be reviewed.
- f. FBG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. FBG funds also cannot be provided to any individual or organization that permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research

permitted by the DEA and under the Federal Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

7. Suspension, Debarment and Lobbying

The Contractor shall certify, on a separate form (Attachment F), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with SBHASO Policies and Procedures. The Contractor, on a separate form (Attachment G), will certify that it does not use Federal funds for lobbying purposes.

C. REPORTING REQUIREMENTS

1. Data Reporting Requirements

- a. Contractor shall comply with add data reporting requirements promulgated by the Health Care Authority (HCA), including the Service Encounter Reporting Instructions (SERI) and the SBHASO Data Dictionary. Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.
- b. Data shall be uploaded into the SBHASO data system within 30 days of the end of the month in which services were delivered.

D. BILLING PROCEDURES

The Contractor shall be paid within the limits established within Attachment C: Budget/Rate Sheet. Any costs incurred by the Contractor over and above the total sums set out in Attachment C: Budget/Rate Sheet, shall be at the Contractor's sole risk and expense.

The Contractor shall submit invoices for payment no later than 45 calendar days following the end of month that service was provided. Invoices for psychiatric inpatient treatment may be submitted within 90 calendar days following the end of month of discharge.

The SBHASO shall pay the Contractor monthly for services identified in the Statement of Work of this Contract, subject to the availability of funds from the Health Care Authority and Contractor's compliance with this Contract. Such payment shall be made within thirty (30) days of the SBHASO's receipt of an invoice from the Contractor.

E. FAITH BASED ORGANIZATIONS (FBO)



1. SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
  - a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
  - b. The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
  - c. The FBO shall report to the SBHASO all referrals made to alternative providers.
  - d. The FBO shall provide Individuals with a notice of their rights.
  - e. The FBO shall provide Individuals with a summary of services that includes any religious activities.
  - f. Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
  - g. No funds may be expended for religious activities.

F. Indemnification

Contractor agrees to hold harmless HCA and its employees, and all Individuals served under the terms of this Contract in the event of non-payment by the SBHASO. Contractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of SBHASO, its agents, officers, employees or contractors.

G. Corrective Action Process

The SBHASO conducts reviews of Contractors. During the course of any review conducted, if performance is below Contract standards, the SBHASO will request that the Contractor provide a Corrective Action Plan. SBHASO will work with Contractor staff in creating Corrective Action Plans, when requested.

If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes or learns that the Contractor, or its subcontractors, are out of compliance with any of the terms or conditions of this Contract, the follow process will be pursued.

1. Informal Meeting

Informal process wherein the Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

2. Official Verbal Notification

If the informal meeting does not result in resolution, the SBHSAO will contact the Contractor for the purpose of official verbal notification of possible non-

compliance to establish a date when representatives of the SBHASO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

3. Written Summary

Within five (5) working days of such verbal notification, the SBHASO will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.

4. Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHASO and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.

5. Withhold Payments

If the SBHASO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHASO shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the SBHASO.