

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201901015

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855060 Substance Abuse Program
Contract or Grant Administrator:	Joe Fuller
Contractor's / Agency Name:	North Sound Behavioral Health Organization

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____
(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No
 If yes, grantor agency contract number(s): BHO – WHATCOM - PSC 19 CFDA#: _____

Is this contract grant funded? Yes No
 If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No
 If yes, RFP and Bid number(s): _____ Contract Cost Center: 675500

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 83,438
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors for substance use disorders and behavioral health issues in Whatcom County.

Term of Contract:	6 Months	Expiration Date:	6/30/2019
Contract Routing:	1. Prepared by: <u>JT</u>	Date:	<u>01/08/2019</u>
	2. Attorney signoff: _____	Date:	<u>1-11-19</u>
	3. AS Finance reviewed: _____	Date:	<u>1/29/19</u>
	4. IT reviewed (if IT related): _____	Date:	
	5. Contractor signed: _____	Date:	<u>1-7-19</u>
	6. Submitted to Exec.: _____	Date:	<u>1-31-19</u>
	7. Council approved (if necessary): _____	Date:	<u>2-12-19</u>
	8. Executive signed: _____	Date:	<u>2-13-19</u>

**PROFESSIONAL SERVICE AGREEMENT
NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC (North Sound BHO)
AND
WHATCOM COUNTY**

CONTRACT #NORTH SOUND BHO-WHATCOM-PSC 19

THIS AGREEMENT is entered into between NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC (North Sound BHO)/PREPAID HEALTH PLAN, 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and WHATCOM COUNTY (Contractor), 509 Girard Street 37, Bellingham, WA 98225.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. **Term:** This Agreement shall take effect January 1, 2019 and shall continue in full force and effect through June 30, 2019.
- B. **Termination:** This Agreement may be terminated in whole or in part by either party for any reason by giving 30-calendar days' written notice to the other party.
 - 1. **Loss of Funding:** In the event funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to termination, North Sound BHO may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
 - 2. **Breach:** This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five (5)-calendar days' written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five (5)-day period.
- C. **Amendments:** This Agreement may only be amended by written consent of both parties.
- D. **Compliance with Laws:** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.
- E. **Confidentiality:** The parties shall use personal information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. All parties shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of personal information except as provided by law or with the prior written consent of the person whom the personal information pertains. The parties shall maintain the confidentiality of all personal information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

- F. Debarment Certification: Contractor, by signature to this Agreement, certifies that Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BHO if, during the term of this Contract, Contractor becomes debarred.
- G. Relationship of Parties: Contractor agrees Contractor shall perform the services under this Agreement as an independent Contractor and not as an agent, employee, partner, joint venture or servant of North Sound BHO. The parties agree Contractor is not entitled to any benefits or rights enjoyed by employees of North Sound BHO. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. North Sound BHO shall only have the right to enforce Contractor's performance.
- H. Indemnification: Contractor shall defend, hold harmless and indemnify North Sound BHO and its member counties and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by North Sound BHO and its member counties and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of Contractor or Contractor's officers and employees, agents or volunteers.

North Sound BHO shall defend, hold harmless and indemnify Contractor and its member districts and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by Contractor and its member districts and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of North Sound BHO or North Sound BHO'S officers and employees, agents or volunteers.

For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

- I. Ratification
This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract will be submitted for ratification at the next scheduled meeting of the North Sound BHO County Authorities Executive Committee. If not ratified by the Committee, North Sound BHO will terminate the contract either immediately or within a reasonable amount of time at North Sound BHO's discretion.
- J. Resolution of Disputes:
 - 1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.

2. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
 - a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
 - b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer and attempt to resolve the claim within the next 5 working days.
 - c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
 - d. Arbitration: If the claim is not resolved within 24 days of the initial notice, 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 Skagit 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 Skagit 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 Skagit 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 Skagit County Superior Court.

ix. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

K. Records and Reports: Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five (5) years' after its expiration and all payment for the contract have been made. The later of the two (2) dates initiates the five (5) year timeframe. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by North Sound BHO personnel or other parties authorized by North Sound BHO, DSHS, the Office of the State Auditor and authorized federal officials during regular business hours and upon demand.

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

II. Compensation

- A. Consideration: Contractor shall be paid only if North Sound BHO has a fully executed contract on file.
- B. Payment Procedures: Contractor shall submit an invoice by the close of business on the 10th day of the month after the month in which services were provided. Invoice shall document services provided as described in Exhibit A.
- C. Failure to submit an invoice by the 10th may delay payment for one (1) month.

No invoices will be accepted 30 days after the service. Contractor shall submit a final billing for this Agreement no later than 30 days after the contract expiration date.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC
ATTN: Fiscal Officer
301 Valley Mall Way, Suite 110
Mount Vernon, WA 98273

- D. Reporting Requirements and Reconciling monthly payments: On a monthly basis Contractor shall submit a detailed invoice. Contractor will document actual minutes/hours worked by date and type of service provided.

- E. Reimbursed Expenses: Contractor shall be reimbursed for services provided under this contract. Mileage reimbursement shall conform to the currently published mileage rate for business travel deductions set by the Internal Revenue Service for all business-related travel. Mileage usage documentation shall be attached to the monthly invoice when applicable. The reimbursement request shall be itemized on the monthly invoice.

III. Service Expectations

Contractor shall provide services as set forth in the 2019 Plan for Substance Use Disorder Prevention Services Exhibit A.

IV. Miscellaneous

- A. Assignments: Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.
- B. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.
- C. Headings: Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.
- D. Severability: If any provision of this Agreement is found by a court to be invalid, unenforceable, or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected and shall continue in full force and effect.
- E. Notices: All notices pertaining to this Agreement shall be written and delivered, by certified US mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or three (3) days after postmark if mailed. Notices transmitted by facsimile, which are followed immediately by mailing, shall be deemed received on the date of the facsimile transmission.
- F. Venue: This Agreement shall be construed, both as to validity and performance and enforced, subject to Paragraph (I.G), in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.
- G. Power to Execute: Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

NORTH SOUND BHO

WHATCOM COUNTY



Joe Valentine
Executive Director

1/7/19
Date



Regina Delahunt
Date

1/9/19
Date

Approved as to Form for North Sound Behavioral Health Organization, LLC (North Sound BHO):

Basic Form approved by Brad Furlong
Attorney at Law

10/1/01 (reviewed 2013)

DEPARTMENT APPROVAL

Anne Deacon
Anne Deacon, Human Services Manager

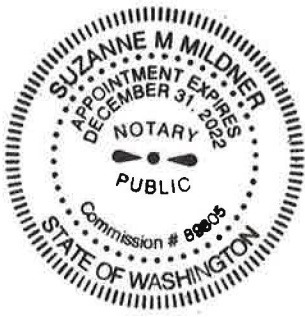
1/8/19
Date

WHATCOM COUNTY

[Signature]
JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this 13th day of February, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: 12-31-22

APPROVED AS TO FORM
[Signature]
Royce Buckingham, Deputy Prosecuting Attorney

1/11/19
Date

Whatcom County
Plan for Substance Use Disorder Prevention Services
January 1, 2019 – June 30, 2019

I. Background

The Whatcom County Health Department utilizes SAMHSA's Strategic Planning Framework to determine needs and resources, and to select and implement Substance Abuse Prevention and Mental Health Promotion programs in the county. The department currently supports three Community Prevention & Wellness Initiative (CPWI) sites in Whatcom County, and also contracts with all seven school districts in Whatcom County to deliver behavioral health services. Strategies outlined below work to reduce priority risk factors identified in the local assessment process.

II. Strategies

Whatcom County proposes to utilize funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors in Whatcom County. The targeting of multiple risk factors in multiple domains makes this an effective combination. Services will be available throughout the county, with the exception of the Student Assistance Program being targeted in one priority geographical area.

- 1) Student Assistance Program (SAP)-** The SAP will provide Motivational Interviewing (MI) and other identified strategies on the DMA list, in schools, to support the PITA continuum. Efforts will include individual and small group activities.
- 2) Case Management Services-** Case Management Services will be provided in schools to connect students with resources that meet their identified individual needs. Services will include one-on-one support with supporting group activities. These services may include MI as appropriate and will be delivered in targeted schools.
- 3) Strengthening Families Program-** SFP is a family skills training intervention designed to enhance school success and reduce youth substance use and aggression among 10- to 14-year olds. Seven sessions provide instruction for parents on understanding the risk factors for substance use, parent-child bonding, monitoring compliance with parental guidelines, and other related skills.
- 4) Community Education & Outreach-** The community will receive critical information about substance abuse trends, norms, and resources for those experiencing addiction. A focus of these efforts will include social norming, as 80% of students in 10th grade incorrectly believe more of their peers using substances that factually are, and opiate abuse.
- 5) Training & Capacity-** Training on priority behavioral health issues will be delivered to individuals throughout the county. Recipients will also include local services providers. Topics will be locally prioritized, based on data from the Healthy Youth Survey and other data sources.

6-Month Budget

The proposed budget can be scaled depending on resource availability. An increase of frequency and service hours can be made if additional funding is available.

	TOTAL
Direct Service (case management, SFP, etc.)	71,852
Education & Outreach	2,000
Training	2,000
Admin (10%)	7,586
TOTAL	83,438



RECEIVED

JAN 31 2019

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: Jack Louws, County Executive
FROM: ^{PAD} Regina A. Delahunt, Director
RE: North Sound Behavioral Health Organization – Community Partnership Contract
DATE: January 8, 2019

Enclosed is one (1) original of a contract between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

▪ **Background and Purpose**

This contract provides funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors for substance use disorders and behavioral health issues in Whatcom County. Regionally, funds are distributed by North Sound Behavioral Health Organization (NS BHO) to the County for the development, implementation, maintenance, and evaluation of programs that support prevention and recovery support services for middle school and high school aged students.

▪ **Funding Amount and Source**

Funding in the amount of \$83,438 is provided by Medicaid funds via the NS BHO. These funds are included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Joe Fuller at extension #6045 if you have any questions regarding this agreement.

Encl.

