

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>202208008</u>		
Originating Department:		85 Health		
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division / Alternative Response Team		
Contract or Grant Administrator:		Dean Wight		
Contractor's / Agency Name:		Washington State Health Care Authority		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):		K6144	
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		CFDA#:	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center:	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>				
If YES, indicate exclusion(s) below:				
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).				
Contract Amount:(sum of original contract amount and any prior amendments): \$ 2,213,000		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.		
This Amendment Amount: \$				
Total Amended Amount: \$				
Summary of Scope: The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.				
Term of Contract:	9.5 Months	Expiration Date:	06/30/2023	
Contract Routing:	1. Prepared by:	JT	Date:	08/11/2022
	2. Attorney signoff:	RB	Date:	08/12/2022
	3. AS Finance reviewed:	M Caldwell	Date:	8/11/22
	4. IT reviewed (if IT related):		Date:	
	5. Contractor approved:		Date:	
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):	AB2022-567	Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

	INTERAGENCY AGREEMENT for ALTERNATE RESPONSE TEAM PILOT PROGRAM	HCA Contract Number: K6144 Whatcom County Contract Number: 202208008
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Whatcom County Health Department, pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME Whatcom County Health Department		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 509 Girard Street, Bellingham	City Bellingham	State WA	Zip Code 98225	
CONTRACTOR CONTRACT MANAGER Dean Wright	CONTRACTOR TELEPHONE (360) 778-6000	CONTRACTOR E-MAIL ADDRESS DWight@co.whatcom.wa.us		


HCA PROGRAM Division of Behavioral Health and Recovery (DBHR)	HCA DIVISION/SECTION Adult Substance Use Disorder (SUD)
HCA CONTRACT MANAGER NAME AND TITLE Wolkin, Liz	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE (360) 725-5734	HCA CONTRACT MANAGER E-MAIL ADDRESS Liz.wolkin@hca.wa.gov

CONTRACT START DATE Date of Execution	CONTRACT END DATE June 30, 2023	TOTAL MAXIMUM CONTRACT AMOUNT \$2,213,000.00
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PURPOSE OF CONTRACT:

The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.

The parties signing below warrant that they have read and understand this Agreement, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Annette Schuffenhauer Chief Legal Officer	DATE 10/6/2022

APPROVAL AS TO PROGRAM: Approved by email DW/JT 08/11/2022
Dean Wight, Special Projects Manager Date

DEPARTMENT HEAD APPROVAL: _____ 09/14/2022
Erika Lautenbach, Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 08/12/2022
Royce Buckingham, Senior Civil Deputy Prosecutor Date

Washington State Health Care Authority

626 8th Avenue SE
Olympia, WA 98504
360-725-5734
Liz.wolkin@hca.wa.gov

1. DEFINITIONS

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” or “Agreement” means the entire written agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

“Contractor” means Whatcom County, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“Health Care Authority” or “HCA” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or “SOW” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

2. **STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule A: Statement of Work.

3. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and will be completed on June 30, 2023, unless terminated sooner or extended upon written agreement between the parties.

4. **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$2,213,000.00. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates or in accordance with the following terms set forth in Schedule A: Statement of Work.

5. **BILLING PROCEDURE**

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: liz.wolkin@hca.wa.gov Include the HCA Contract number in the subject line of the email.

Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the Contract Manager or designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K6144;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;

- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

REQUIREMENTS AND STANDARDS . Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria , including records of any testing or simulations conducted.

REMEDIATION. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment;

customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

10. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

11. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

12. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- 13.1. Applicable state and federal statutes and rules;
- 13.2. Schedule A, Statement of Work; and
- 13.3. Any other provisions of the agreement, including materials incorporated by reference.

14. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

15. RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

16. TREATMENT OF ASSETS

16.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Agreement. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Agreement, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of

which is reimbursable to the Contractor under this Agreement, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Agreement, (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

16.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Agreement. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

16.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

16.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

16.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Agreement.

17. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

18. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which

may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

19. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

20. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

21. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

23. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

25. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Schedule A: Statement of Work

Whatcom County Alternative Response Team Program

1. Purpose

The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.

2. Performance Expectations

Whatcom County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 2.1 Develop and submit overview of alternative response team pilot program (ART program) including days and times covered by program and a project timeline covering Fiscal Year 23.
- 2.2 Develop and submit an operating expenses budget, to include personnel, maintenance, and utility expenses, to the amount of \$587,000 for contract manager approval.
- 2.3 Develop and submit detailed plans for communication protocols both internally (between the triage team and the response team) and externally (between internal teams and 911 dispatch, emergency medical services, and law enforcement). Ensure that communication protocols include equipment to be used and a process for emergency response by external partners.
- 2.4 Develop position descriptions and recruit new team members for the ART program.
- 2.5 Train alternative response team members and all other respondents on trauma informed care, harm reduction, and/or other evidence-based approaches to reducing harm in crisis encounters.
- 2.6 Create two-way communication plan that allows for program to be meaningfully promoted in the community and provides accessible avenues for community member feedback, including the feedback of individuals receiving alternative response team services.
- 2.7 Create program evaluation plan including data to be collected and methods for program evaluation. Include equity measures, performance monitoring, community impact, financial implications, and emergency medical services/emergency department/law enforcement impact in evaluation metrics, including how the results will be shared with other counties. Data collected for the purpose of evaluation and reporting must be de-identified aggregate and volumes less than ten (10) must be obscured.

- 2.8 Submit expenditure or encumbrance (in the case of vehicle purchase) documentation to contract manager for supplies and performance-based deliverables for reimbursement.

3. Cost Reimbursement of Supplies.

HCA will reimburse Whatcom County for cost of the following supplies:

Item	Maximum Reimbursement Cost
Facility renovation and equipment	\$1,477,000
Alternative response transport vehicles	\$149,000

- 3.1 Whatcom County will provide HCA Contract Manager copies of authorized Purchase Orders and documentation related to the purchase of the alternative response transport vehicles prior to HCA reimbursement.

- Purchase Orders must include, but is not limited to, the following information; vehicle make and model, order date, vehicle cost total, vehicle year and any other relevant information Whatcom County may provide.

4. Program Evaluation Report

- 4.1 Whatcom County shall submit a final evaluation report to the HCA Contract Manager. The report shall include a summary of program successes and challenges and will share any information the Contractor deems relevant.

5. Deliverables Table.

- 5.1 Total consideration payable to the Whatcom County for satisfactory performance of the work under this Agreement is up to a maximum of \$2,213,000 including all expenses; and shall be based on the following Deliverables Table. Invoices must describe and document to HCA's satisfaction a description of the work performed. Whatcom County will invoice HCA upon completion of timely deliverables in accordance with the deliverable descriptions and payment amounts below.

Ref	Description	Due Date	Amount
3.1	Alternative response transport vehicles	As Incurred	\$149,000
3, 2.8	Facility renovation and equipment	As Incurred	\$1,477,000
2.1	ART program overview	December 1, 2022	\$83,858
2.2	Operating expenses budget	December 1, 2022	\$83,857
2.3	Communications plans	December 1, 2022	\$83,857
2.4	Position descriptions/recruitment	December 1, 2022	\$83,857

2.5	ART and partner training	December 1, 2022	\$83,857
2.6	Communication plan	December 1, 2022	\$83,857
2.7	Data collection and evaluation metrics	December 1, 2022	\$83,857
4.1	Program evaluation report	June 30, 2022	\$0
			Total: \$2,213,000