

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Substance Abuse Programs
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	North Sound Behavioral Health Organization

Is this a New Contract?      If not, is this an Amendment or Renewal to an Existing Contract?      Yes     No   
 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): \_\_\_\_\_ 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?      Contract Cost  
 Yes     No     If yes, RFP and Bid number(s): \_\_\_\_\_ Center: 124116

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):  
 \$ 75,469  
 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: The purpose of this agreement is to provide funding to support PATH grant activities in Whatcom County.

Term of Contract:	6 Months	Expiration Date:	06/30/2019
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Contract Routing:	1. Prepared by:	JT	Date:	12/27/18
	2. Attorney signoff:	RB	Date:	01/04/19
	3. AS Finance reviewed:	bbennett <i>bb</i>	Date:	01/22/19
	4. IT reviewed (if IT related):	_____	Date:	_____
	5. Contractor signed:	_____	Date:	_____
	6. Submitted to Exec.:	_____	Date:	_____
	7. Council approved (if necessary):	_____	Date:	_____
	8. Executive signed:	_____	Date:	_____
	9. Original to Council:	_____	Date:	_____

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN

Whatcom County  
Contract Number

Whatcom County  
AND

North Sound Behavioral Health Organization

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and North Sound Behavioral Health Organization (NS BHO) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County intends to provide funds to NS BHO to supplement funding that NS BHO is providing to Compass Health of Whatcom County for the **Projects for Assistance in Transition from Homelessness (PATH)** federal grant. Specifically, this agreement supports continued PATH services in Whatcom County as the project is a vital resource. PATH seeks to reduce and end chronic homelessness for people who have serious mental illnesses/co-occurring disorders and who are literally homeless.

2. RESPONSIBILITIES:

NS BHO shall act as Administrator of this agreement.

NS BHO will ensure Compass Health receives compensation for documented services rendered in compliance with supported activities for PATH, as outlined by the SAMHSA, which include:

- A. Active outreach to engage individuals into the needed array of services
- B. Screening and diagnostic treatment
- C. Habilitation and rehabilitation services
- D. Community mental health services
- E. Substance use treatment
- F. Completion of staff training to promote effective services and best practices
- G. Case management services
- H. Supportive/supervisory services in residential settings
- I. Housing services
- J. Minor renovations
- K. Planning of housing expansion and resources for the target population
- L. Improving coordination of housing services
- M. Provision of funds for PATH-enrolled individuals who do not have assets for first and last month's rent or security deposits
- N. Provide one-time rental payments to prevent eviction
- O. Complete referrals for job training, education services and relevant housing services

NS BHO will not be reimbursed for any administrative costs incurred in the administration of this process and all of the contracted funds will be distributed to the sub-contract, as actual costs are incurred.

3. TERM OF AGREEMENT: The term of this agreement shall be from January 1, 2019 to June 30, 2019.
4. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
5. MANNER OF FINANCING: The County shall pay an amount not to exceed \$75,469 to NS BHO which will be used exclusively to fund Project for Assistance in Transition from Homelessness services in Whatcom County. The source of the funds will be the Behavioral Health Program fund.

#### Invoicing

- A. All reimbursed costs must be allowable as defined in 2 CFR 200 Uniform Administration Requirements.
- B. Indirect Costs: No indirect costs are allowed in this agreement
- C. Invoices from NS BHO should include:
  - i. Supporting documentation verifying actual costs incurred (to include dates);
  - ii. A document verifying payments made by NS BHO to Compass Health (to include dates of service);
  - iii. Supporting documentation verifying actual costs incurred will present Compass Health's actual costs, less other funding provided by NS BHO, with the remainder to be reimbursed by the County. The County is to be considered the payer of last resort.
- D. NS BHO shall submit invoices to *(include PO#)*:

Attention: Business Office - [HL-BusinessOffice@whatcomcounty.us](mailto:HL-BusinessOffice@whatcomcounty.us)  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225
- E. Payment to NS BHO for approved and completed work will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Whatcom County. Whatcom County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- F. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered or the labor performed as described on this invoice.**
- G. **Duplication of Billed Costs or Payments for Service:** NS BHO shall not bill Whatcom County for services performed or provided under this contract and Whatcom County shall not pay NS BHO, if NS BHO has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. NS BHO is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and

monitoring performance under this Agreement. In the event such representatives are changed the party making the change shall notify the other party.

**6.1** Whatcom County's representative shall be:

Anne Deacon  
Human Services Manager  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
[Adeacon@co.whatcom.wa.us](mailto:Adeacon@co.whatcom.wa.us)

**6.2** North Sound Behavioral Health Organization's representative shall be:

Joe Valentine  
Executive Director  
North Sound Behavioral Health Organization  
301 Valley Mall Way  
Mount Vernon, WA 98273  
[Joe\\_valentine@nsbho.org](mailto:Joe_valentine@nsbho.org)


- 7. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 8. INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.
- 9. TERMINATION:** Any party hereto may terminate this Agreement upon (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 11. SEVERABILITY:** In the event of any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- 12. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.
- 13. OTHER PROVISIONS:** NS BHO will comply with all applicable Federal and State requirements that govern this Agreement.

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

**North Sound Behavioral Health Organization**

  
\_\_\_\_\_  
Joe Valentine, Executive Director      3/26/19  
Date

**Whatcom County Health Department**

  
\_\_\_\_\_  
Regina Delahunt, Director      3/27/19  
Date

WHATCOM COUNTY  
PROGRAM APPROVAL

Anne Deacon

Anne Deacon, Human Services Manager

3/27/19  
Date

WHATCOM COUNTY

\_\_\_\_\_  
JACK LOUWS  
County Executive

STATE OF WASHINGTON )  
                                  )  
COUNTY OF WHATCOM )

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM

Royce Buckingham  
Royce Buckingham, Deputy Prosecuting Attorney

4-1-19  
Date

**North Sound Behavioral Health Organization**

Joe Valentine  
Executive Director  
301 Valley Mall Way  
Mount Vernon, WA 98273  
[Joe\\_valentine@nsbho.org](mailto:Joe_valentine@nsbho.org)