

## **INTERLOCAL AGREEMENT FOR SATELLITE CONTRACT SERVICES**

**THIS AGREEMENT** is made between **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION (GRBHO)** and **LEWIS COUNTY (COUNTY)**, a municipal corporation and political subdivision of the State of Washington;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the parties agree, as follows:

### **1. PURPOSE AND BACKGROUND**

- 1.1 This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION (GRBHO)** and **LEWIS COUNTY (COUNTY)**, in the State of Washington.
- 1.2 Pursuant to RCW 39.34.080, the purpose of this Interlocal Contract is as set forth in Section 1 (Purpose and Background). The responsibilities of the parties are set forth in Section 2 (Administration of Agreement). Its duration is as specified in Section 3 (Duration of Agreement). Its method of termination is set forth in Section 4 (Termination of Agreement).
- 1.3 The purpose of this Agreement is to define the terms under which County will provide services to GRBHO.
- 1.4 Prior to its entry into force, the parties shall file or list an executed copy of this Agreement as provided under RCW 39.34.040.

### **2. ADMINISTRATION OF AGREEMENT**

- 2.1 The parties are entering into this Agreement pursuant to the provisions of Section 3e.3 of the Interlocal Agreement Establishing Great Rivers Behavioral Health Organization dated September 28, 2015 (The Interlocal Agreement.).
- 2.2 County will provide all of the services set forth in the Scope of Work contained in Section 3 of this Agreement.
- 2.3 GRBHO will monitor the performance of the contract as described in Scope of Work. Without limiting the scope of the foregoing sentence, GRBHO will monitor compliance with all applicable provisions of state and federal statutes and regulations including all applicable provisions of federal law relating to non-discrimination and contract debarment.

- 2.4 COUNTY will bill GRBHO on a monthly basis for services provided hereunder in accord with the project budget set forth in section 4.
- 2.5 No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 2.6 During the performance of this Agreement, neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this Agreement.
- 2.7 COUNTY certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. COUNTY shall provide written notice within one (1) business day to GRBHO if at any time COUNTY learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. COUNTY shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in any covered transaction unless authorized by the federal department or agency with which the transaction originated. COUNTY shall include the language and requirement of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 2.8 All parties will make every effort to communicate and coordinate with each other to maximize the effective use of resources.

### **3. SCOPE OF WORK**

- 3.1 County, through its employees, shall provide services equivalent to the work of a 1.0 FTE employee.
- 3.2 The Services provided shall consist of:
- 3.2.1 Liaison and coordination of programs between GRBHO and County's Public Health & Social Services Department, to include the following specific deliverables:
- a. County's Public Health and Social Services Director will appoint staff who will act as a county Great Rivers Liaison (GRL). GRL will:
- Participate in meetings convened by GRBHO for the purpose of ensuring the publicly funded behavioral health system is functioning in alignment with the needs of Lewis County.
  - Provide regular reports to the GRBHO Advisory Board on county specific activities.
  - Facilitate delivery of the Services required under this sub-section.

- Regularly participate in ad hoc committees convened to support the system of care; advise GRBHO of county-specific areas of concern or need and participation in disaster response/preparedness activities.
- Interact, collaborate, coordinate and communicate with GRBHO as often as necessary to achieve the aims of the GRBHO Quality Management, Utilization Management, Allied System Coordination and Care Management plans.

b. County's GRL shall assist GRBHO in conducting resources management activities. These will be:

- Regular participation in strategic planning and ad hoc planning initiatives.
- The ongoing evaluation of service provision in the county.
- The provision of recommendations to GRBHO based on the results.
- In cooperation with GRBHO, oversee creation and implementation of the County Behavioral Health Strategic Plan. Ensure GRBHO goals/objectives are addressed and/or included in local behavioral health and other human services (e.g. 10 year plan to reduce homelessness, Drug Free Communities Coalitions, etc.) strategic plans.
- Assist with funding requests meant to increase behavioral health services and programs within County.
- Identify and pursue opportunities to leverage funding (including local millage and .1% local sales tax) and develop partnerships that expand and/or improve behavioral health services, improve access to care, and increase integrated services.

c. The County shall provide support to the Governing Board member from the County as needed to fulfill the requirements of the Interlocal Agreement between the GRBHO constituent counties.

d. The County shall invite enrolled and non-enrolled individuals and their families that are representative of the County including age groups to participate in planning activities and in the implementation and evaluation of the public behavioral health system. County must be able to demonstrate how this requirement is fulfilled. In addition:

- County GRL shall assist GRBHO in conducting quality management programs and activities. Activities include regular participation in GRBHO's Quality Management/Improvement Committee and other quality management processes as appropriate designed to allow GRBHO to implement its published Quality Management Plan.
- Quality management activities shall be subject to the requirements of GRBHO including requirements to maintain confidentiality in accordance with all applicable laws and regulations including maintaining protection of confidentiality under GRBHO's coordinated quality improvement program.

- Provide technical assistance, training, and support for local providers and related community partners. Assist with implementation of local training plan.

e. GRL or other staff designated by the Public Health & Social Services Director shall coordinate with GRBHO in the following areas to ensure individuals in the community are receiving continuity of care:

- Act as liaison between GRBHO, and the County Board of County Commissioners (BOCC), local Criminal Justice partners (Sheriff, Superior Court, Prosecutor, City Police, corrections, probation, and Juvenile dept.), County Schools, community coalitions, and other partners.
- Develop in collaboration with GRBHO a new or updated allied system coordination plan with
  - Criminal Justice Systems
  - Substance Use Disorder treatment providers
  - Mental Health treatment providers
  - Medical services providers
  - Schools
  - Public Health Services
  - Housing service providers
  - And other allied systems as appropriate to the needs of the community
- The allied system coordination plan shall address:
  - The need for local resources
  - A process for evaluating progress in cross-system coordination and integration of services
  - A process for facilitating community integration for individuals returning from corrections or other institutional settings
- When appropriate, provide coordination and technical assistance for County Felony Drug, Family Therapeutic Court (FTC) or related mental health court, provide technical assistance in developing policies/procedures; provide service reporting.
- The County shall, when requested, provide information, referral and training to the community in how to access the public behavioral health system.
- The County shall collaborate with GRBHO in response to public requests for information, services or support on matters of behavioral health concern, prevention, or public health.
- Provide service planning and coordination for the County Prevention, Intervention, Treatment, Aftercare (PITA) systems of care.

f. County shall coordinate and participate with GRBHO in all disaster preparedness activities and respond to emergency/disaster events (e.g. natural disasters, acts of

terrorism) when requested by GRBHO with available resources. Contractor shall work with GRBHO in the event of a disaster to ensure the following activities are implemented:

- Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration
- Locating persons in need of disaster relief services
- Engaging or linking persons to an appropriate level of support or disaster relief services
- Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs
- Partner in disaster preparedness and response activities with other State entities, the State Emergency Management Division, FEMA, the American Red Cross and other volunteer organizations
- Participation when requested in local and regional disaster planning and preparedness activities
- Coordination of disaster outreach activities following an event.

#### **4. PROJECT BUDGET AND COMPENSATION**

4.1 For the services described in Section 3.2 of this Agreement, GRBHO shall pay county, the lump sum of \$8,834.00 per month [This amount is based upon 100% of the County's annualized cost for 1.0 FTE County employee with skills necessary to perform the described services. The monthly lump sum is subject to review after 12 months and to adjustment upon County's documentation of increases to salary and benefits of the County employee assigned to this position].

#### **5. DURATION OF AGREEMENT**

This Contract commences on April 1, 2016, and shall remain in effect until December 31, 2017, unless terminated pursuant to the provisions of Section 6.

#### **6. TERMINATION OF AGREEMENT**

##### **6.1 Termination for Conveniences**

GRBHO may terminate this Agreement in whole or in part for convenience by giving the County at least sixty (60) calendar days' written notice addressed to the County. The County may terminate this Agreement for convenience by giving GRBHO at least sixty (60) calendar days' written notice.

##### **6.2 Termination for Default**

6.2.1 GRBHO may terminate this Agreement for default, in whole or in part, by written notice to the County, if GRBHO has a reasonable basis to believe that the County has:

6.2.1.1 Failed to perform under any provision of this Agreement;

6.2.1.2 Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

6.2.1.3 Otherwise breached any provision or condition of this Agreement.

6.2.2 Before GRBHO may terminate this Agreement for default, GRBHO shall provide the County with written notice of County's noncompliance with this Agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, GRBHO may then terminate this Agreement.

## **7. INDEPENDENT STATUS**

For purposes of this Agreement the County acknowledges that County is not an officer, employee, or agent of GRBHO and that an independent contractor relationship will be created by this Agreement. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GRBHO. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of GRBHO. The County shall indemnify and hold harmless GRBHO from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

## **8. INSURANCE**

County certifies by signing this Agreement that the County is insured through a risk pool and shall pay for losses for which it is found liable.

## **9. RESPONSIBILITY**

Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GRBHO and the County shall cooperate in the defense of tort lawsuits when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. GRBHO and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either GRBHO or the County enters into settlement negotiations. It is understood

that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

#### **10. TITLE TO PROPERTY**

Title to all property, either real or personal, which was purchased or furnished by either party to this Agreement for the purposes of performing their obligations under this Agreement, shall remain with the party who purchased the property.

#### **11. PAYMENT**

GRBHO shall pay COUNTY for the services provided to GRBHO in accord with the terms and conditions of this Agreement. Payments will be made within thirty (30) days of receipt of billing from County.

#### **12. NOTICE**

Any notices to be given under this Agreement shall be delivered, postage prepaid and addressed to:

To Lewis County:                      Danette York, Director  
Lewis County Public Health & Social Services  
340 N.W. North Street  
Chehalis, WA 98532

To Great Rivers BHO:                      Marc Bollinger, CEO  
57 West Main Street, Suite 260  
Chehalis, WA 98532

#### **13. MAINTENANCE OF RECORDS**

13.1 During the term of this Agreement and for six (6) years following termination or expiration of this Agreement the County shall maintain records sufficient to:

13.1.1 Document performance of all acts required by law, regulation or this Agreement including but not limited to maintaining the content of all medical records in a manner consistent with utilization control requirements of 42 CFR 456, 42 CFR 456.111, and 42 CFR 456.211.

13.1.2 Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to GRBHO and all expenditures made by the County to perform as required by this Agreement.

13.1.3 Substantiate the County’s statement of its organization’s structure, tax status, capabilities, and performance.

**14. CONFIDENTIALITY**

The County shall protect all Personal Health Information, records, and data from unauthorized disclosure in accordance with 42 CFR Section 431.300 through Section 431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance use disorder treatment services in accordance with 42 CFR Part 2 and RCW 70.96A. The County shall have a process in place to ensure that all components of its system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 432 CFR Section 431.301 and Section 431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Prior to the effective date of this Agreement, County shall sign the GRBHGO Business Associates Agreement in the form set forth in “Attachment A” to this Agreement.

**15. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**16. ENTIRE CONTRACT**

The parties agree that this contract is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all parties.

**WITNESS HERETO**, the parties have executed this Agreement as of the dates written below.

**FOR GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION:**

**Lewis County:**

\_\_\_\_\_  
Edna J. Fund  
Great Rivers Governing Board Chair

\_\_\_\_\_  
Danette York  
Public Health & Social Services Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

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By: Glenn Carter, Chief Civil Deputy  
Prosecuting Attorney