

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2017-239

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	6/20/17	<div style="text-align: center;"> RECEIVED   AUG 01 2017   WHATCOM COUNTY  COUNCIL </div>	8/8/17	Finance / Council
Division Head:	AD	6/26/17			
Dept. Head:	DAO	7/24/17			
Prosecutor:	[Signature]	7-25-17			
Purchasing/Budget:	BB	7/25/17			
Executive: TRS	[Signature]	8.1.17			

**TITLE OF DOCUMENT:****Agreement between Whatcom County and the Northwest Educational Service District 189****ATTACHMENTS:**

1. Contract Information Sheet
2. Memo to County Executive
3. 2 Originals of Contract

SEPA review required? ( ) Yes ( X ) NO  
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO  
Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of the contracted services is to provide behavioral health services within schools in Whatcom County for substance use disorder prevention.


**COMMITTEE ACTION:****COUNCIL ACTION:****Related County Contract #:****Related File Numbers:****Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).



## MEMORANDUM

**TO:** Jack Louws, County Executive

**FROM:**   
Regina A. Delahunt, Director

**RE:** Northwest Educational Service District 189, Behavioral Health Services Contract

**DATE:** July 19, 2017

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Enclosed are two (2) originals of a contract between Whatcom County and Northwest Educational Service District 189 for your review and signature.

- **Background and Purpose**

This purpose of the contracted services is to provide substance use disorder prevention services within the school districts in Whatcom County in order to improve behavioral health outcomes.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$121,000, is Dedicated Marijuana Account Funds from the North Sound Behavioral Health Organization and the Whatcom County Behavioral Health Program fund. Funding is included in the 2017 – 2018 budget and County Council approval is required.

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

Encl.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201707023

Originating Department:	Health
Division/Program: (i.e. Dept. Division and Program)	Human Services
Contract or Grant Administrator:	Joe Fuller
Contractor's / Agency Name:	Northwest Educational Services District 189

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: \_\_\_\_\_  
 (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): 201704016  
 Is this contract the result of a RFP or Bid process? Contract Cost \_\_\_\_\_  
 Yes ☐ No ☒ If yes, RFP and Bid number(s): \_\_\_\_\_ Center: 677410  
 Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 121,000

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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 contract is to provide substance use disorder prevention services within the school districts in Whatcom County in order to improve behavioral health outcomes.

Term of Contract: 1 Year Expiration Date: 8/31/2018

Contract Routing:	1. Prepared by:	JT	Date:	6/21/2017
	2. Attorney signoff:	RB	Date:	6/29/2017
	3. AS Finance reviewed:	bbennett BB	Date:	6/27/2017
	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:	

**CONTRACT FOR SERVICES AGREEMENT**  
**Northwest Educational Service District 189 – Behavioral Health Services**

Northwest Educational Service District 189, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,  
 Exhibit A (Scope of Work), pp. 9 to 11,  
 Exhibit B (Compensation), pp. 12 to 13,  
 Exhibit C (Certificate of Insurance), p. 14.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of September, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of August, 2018.

The general purpose or objective of this Agreement is to **provide behavioral health services**, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

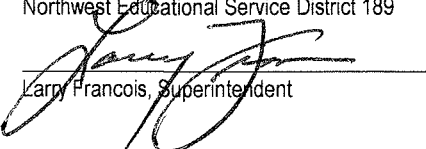
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$121,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

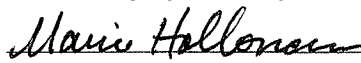
**CONTRACTOR:**

Northwest Educational Service District 189

  
 Larry Francois, Superintendent

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF WHATCOM )

On this 17<sup>th</sup> day of July, 2017, before me personally appeared Larry Francois, to me known to be the Superintendent 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

Skagit County My commission expires 2/1/2019.

Notary Public  
 State of Washington  
**MARIE MICHELLE HOLLOMAN**  
 My Appointment Expires Feb 1, 2019

**WHATCOM COUNTY:**

**Recommended for Approval:**

Anne Deacon 7/19/17  
Anne Deacon, Human Services Manager Date

Regina A Delahunt 7/24/17  
Regina A Delahunt, Director Date

**Approved as to form:**

Royce Buckingham 7.25-17  
Royce Buckingham, Deputy Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, 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  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

**CONTRACTOR INFORMATION:**

Northwest Educational Service District 189  
Larry Francois, Superintendent  
1601 R Avenue  
Anacortes, WA 98221  
360-299-4003  
[lfrancois@nwesd.org](mailto:lfrancois@nwesd.org)

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 10.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

Contractor shall provide annual proof of insurance to County. Contractor shall provide proof of insurance at or prior to the beginning of the term of this agreement and thereafter provide annual proof of insurance to County by sending to the Contract Administrator identified under provision 37.1.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.



It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Joe Fuller, Program Specialist  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
(360) 778-6045  
[JFuller@whatcomcounty.us](mailto:JFuller@whatcomcounty.us)

- 37.2 Notice:  
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
- 38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable
- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
- 38.3 E-Verify:  
The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov).

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

- 40.1 Modifications:  
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations: Not Applicable
- 41.1 Severability:  
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:  
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
  - b. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the

Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

**Background**

The purpose of this contract is to ensure tax revenue from the sale of marijuana and cannabis products is used for substance use disorder prevention. Evidence-based and research-based programming will be delivered through school-based Prevention/Intervention (PI) services. PI services provide valuable school-based prevention and intervention services that support students. Benefits of efforts show reductions in substance use, being in trouble at school, skipping school, suspensions, hitting or hurting someone, being in a physical fight, and in being arrested.

PI Services will utilize Motivational Interviewing (MI) and Project SUCCESS. Motivational Interviewing is an approach that moves individuals away from indecision toward finding motivation to healthier goals, ones that include positive and healthy choices. MI is used throughout many types of behavioral health services. Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students) is a school-based intervention designed to prevent and reduce substance abuse among high-risk adolescents. Project SUCCESS counselors are placed in the schools to provide a range of substance use prevention and early intervention services. Counselors provide normative and prevention education; work with students to build resistance and social competency skills; and work with students, parents, and school administrators to change attitudes, behaviors, and school policies to help prevent and reduce substance use. Project SUCCESS was developed by Student Assistance Services (SAS) Corporation.

The services outlined in the statement of work will provide a response to the pressing needs of these students. The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased functioning and success. Anticipated outcomes include improved reduced risk for substance use, especially for marijuana. Other benefits will include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

**Statement of Work**

The Contractor will:

1. Provide behavioral health services to at least 150 students, ages 12 to 18 years, and their families as appropriate, during the contract period. Motivational Interviewing will be delivered through school-based Prevention/Intervention services, as well as through Project SUCCESS.
2. Provide Motivational Interviewing as part of prevention and intervention services and also through Project SUCCESS. The Project SUCCESS portion will be made up of the following five program components:
  - A. Prevention Education Series: This is a series of eight discussion groups on alcohol, tobacco and other drug prevention conducted by the Project SUCCESS counselor with small groups of students.
  - B. Individual and Group Counseling: Following participation in the Prevention Education Series, students are assessed for services. They may receive time-limited individual counseling or they may participate in one of seven counseling groups.
  - C. School-Wide Awareness and Outreach Activities: Activities such as contests, assemblies and other activities in conjunction with national events such as the Great American Smoke Out help students to change their perceptions of substance use and increase school connectedness.
  - D. Parent Programs: Parents are involved in Project SUCCESS through a series of parenting workshops. These workshops provide parents with prevention information and an opportunity to build social support.
  - E. Referral: Students and parents who require treatment, more intensive counseling or other services are referred to the appropriate agencies in their community.

3. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.
6. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
7. Provide consultation and/or technical assistance to school district staff regarding youth with behavioral health issues.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.
10. Place a Prevention/Intervention Specialist in the Nooksack School District or at an alternative site identified in partnership with the County. Expand PI Services at two additional school districts where PI's are currently placed, as agreed upon by the County.
11. Participate in service tracking and outcome evaluation efforts. Service reporting will be done on a monthly basis with outcome reporting provided as data is available. New or existing tracking systems can be utilized that can collect and report the following information:

Program/Strategy	Measures (process/outcomes)	Tool/Instrument
<b>Prevention/ Intervention Services</b>	<i>Process</i> <ul style="list-style-type: none"> <li># of youth served</li> <li># of screenings or interventions</li> <li># services provided/classes taught</li> </ul>	<ul style="list-style-type: none"> <li>OSPI Reporting System (or alternative)</li> </ul>
	<i>Outcomes</i> <ul style="list-style-type: none"> <li>Decreased substance use rates</li> <li>Improved school success</li> </ul>	<ul style="list-style-type: none"> <li>Pre-post surveys</li> <li>School Records</li> </ul>

12. Motivational Interviewing (MI) will be a delivered service. Additional programming may be delivered from the evidence-based or research-based programs, or for promising programs as listed below:

#### **Evidence-Based & Research-Based Programs**

- a. Adolescent Community Reinforcement Approach (ACRA);
- b. Motivational Enhancement Therapy/Cognitive Behavioral Therapy (MET/CBT);
- c. **Motivational Interviewing (MI);**
- d. Cognitive Behavioral Therapy (CBT);
- e. Functional Family Therapy (FFT);
- f. Multidimensional Family Therapy (MDFT);
- g. Multi-Systemic Therapy (MST) for substance abusing juvenile offenders;
- h. Contingency Management (CM);
- i. Family Behavior Therapy (FBT); or
- j. Family Support Network (FSN) for Adolescent Cannabis Users.

### **Promising Programs**

- a. Adolescent Cannabis Check Up (ACCU);
- b. Brief Intervention (BI);
- c. Brief Strategic Family Therapy (BFST);
- d. Chestnut-Bloomington Outpatient Program (CBOP);
- e. Culturally Informed and Flexible Family-Based Treatment for Adolescents (CIFTA) for Hispanic Youth;
- f. Community Reinforcement and Family Training (CRAFT);
- g. Dialectical Behavioral Therapy for Substance Use Disorder (DBT-S);
- h. Motivational Enhancement Therapy (MET);
- i. Motivational Enhancement Therapy/Cognitive Behavioral Therapy Aftercare (MET/CBT-A);
- j. Multi-Systemic Therapy (MST); or
- k. Seeking Safety for Adolescents (SSA).

**EXHIBIT "B"**  
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$121,000, is Dedicated Marijuana Account Funds from the North Sound Behavioral Health Organization and the Whatcom County Behavioral Health Program Fund.

The budget for behavioral health services is as follows:

<b>Contract Budget 9/1/2017 – 8/31/2018</b>		
<b>Item</b>	<b>Invoice Documentation Required</b>	<b>Budget</b>
Intervention/Prevention Specialist (including salary and benefits)	General Ledger Detail or Time & Effort Form	\$108,000
Program supplies, professional development/training, and travel	<ul style="list-style-type: none"><li>• General Ledger Detail or receipts for Supplies and Training (registration or training fees).</li><li>• Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose.</li><li>• For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate.</li><li>• Lodging costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location.</li></ul>	\$2,000
Indirect Costs	<ul style="list-style-type: none"><li>• Administration @ 10%</li></ul>	11,000
<b>TOTAL</b>		<b>\$121,000</b>

The Contractor may transfer funds between budget line items with County prior approval; however, administration cannot exceed the identified rate.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted monthly. Monthly invoices must be submitted by the 10<sup>th</sup> day of the month following the month of service. No invoices will be accepted 60 days after the end of the month in which the service was provided.
2. The Contractor shall submit invoices to (*include contract #*):

Business Office  
Whatcom County Health Department  
509 Girard St.  
Bellingham, WA 98225

Or via email to: [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us)

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. 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.**

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor 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. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)

This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

Covered Member:

Coverage Afforded By:

Northwest Educational Service District 189  
1601 R Ave  
Anacortes, WA 98221

**Washington Schools Risk Management Pool**  
**PO Box 88700**  
**Tukwila, WA 98138-2700**

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain. The evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

Coverage Agreement #:

**COV 2016-2017**

Coverage Period:

**September 1, 2016 to August 31, 2017**

Effective Date of Evidence of Coverage:

**September 1, 2016**

Expiration Date of Evidence of Coverage:

**August 31, 2017**

Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:

**\$5,000,000-----**

Other Applicable Coverage:

Description of Operations/Locations/Vehicle:

Activities under the direct supervision of District personnel as respects coverage period September 1, 2015 through August 31, 2016.

**Cancellation:**

Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

Evidence of Coverage Holder:

Issue Date: July 13, 2016

To Whom It May Concern

  
Authorized Signature