



INTERLOCAL AGREEMENT

MENTAL HEALTH BLOCK GRANT (MHBG)

GCBH Agreement Number

KITTITAS-MHBG-06/07-01

New Agreement

Amendment No. **01**

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government/Agency identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME Greater Columbia Behavioral Health		RSN/PHP CONTACT NAME Mary Todd
RSN/PHP ADDRESS 101 N. Edison Street Kennewick, WA 99336		RSN/PHP CONTACT E-MAIL maryt@gcbh.org
RSN/PHP CONTACT TELEPHONE (509) 735-8681/1-800-795-9296	RSN/PHP CONTACT FAX (509) 783-4165	

CONTRACTOR NAME Kittitas County		
CONTRACTOR CONTACT NAME Rick Weaver, President / CEO		CONTRACTOR CONTACT ADDRESS Central Washington Comprehensive Mental Health 402 S 4 th Ave Yakima, WA 98902
CONTRACTOR CONTACT TELEPHONE (509) 574-4024	CONTRACTOR CONTACT FAX (509) 575-4811	CONTRACTOR CONTACT E-MAIL rweaver@cwcmh.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? <p style="text-align: center;">Yes</p>	CFDA NUMBERS (Federal Block Grant) 93.958
--	--

AMENDMENT START DATE	END DATE	FUNDING	TOTAL CONTRACT
February 01, 2007	September 30, 2007	Mental Health Block Grant: 10/01/06 - 09/30/07	27,024

COMPLETE THIS SECTION BELOW ONLY IF THIS IS AN AMENDMENT ADDING OR SUBTRACTING FUNDING.

PRIOR FUNDING \$	AMOUNT OF INCREASE OR DECREASE	TOTAL FUNDING \$
---------------------	--------------------------------	---------------------

REASON FOR AMEDEMMENT:
CHANGE OR CORRECT GENERAL TERMS AND CONDITIONS

ATTACHMENTS: When the box(s) below are marked with a check (√) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH



Chair, GCBH Board of Directors

12/5/06
Date

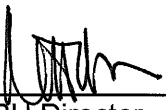
CONTRACTOR



Kittitas County

12-19-06
Date

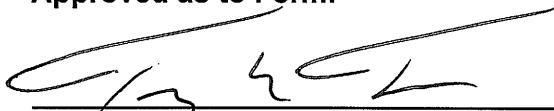
Approved as to Content:



GCBH Director

11.29.06
Date

Approved as to Form:



GCBH Legal Counsel

11-30-06
Date

Content and Form Prepared By:



GCBH Contracts Coordinator

11.29.06
Date

This Contract between the Greater Columbia Behavioral Health (GCBH) and the Contractor is hereby amended as follows:

1. Remove the current set of General Terms and Conditions from the original Agreement and replace them with the following General Terms and Conditions. No other General Terms and Conditions shall apply to this Agreement.

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
 - b. "CFR" means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>
 - c. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract.
 - d. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - e. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the State of Washington and its Secretary, officers, employees, and authorized agents.
 - f. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
 - g. "GCBH" means any GCBH officer, employee and/or authorized agent, unless otherwise stated in this Contract.
 - h. "GCBH Representative" means any GCBH employee who has been delegated contract signing authority.
 - i. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between GCBH and the Contractor, under this Agreement.
 - j. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - k. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://slc.leg.wa.gov>
 - l. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
 - m. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Agreement, shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>

- n. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>
2. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 3. **Assignment.** Except as otherwise provided herein, neither party shall assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the other party and the written assumption of the Contractor's obligations by the third party.
 4. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 5. **Compliance with Applicable Law.** At all times during the term of this Agreement the Contractor and GCBH shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
 6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. GCBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
 7. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
 8. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.
 9. **Disputes.** Disputes, unless otherwise stated herein, shall be determined by a Dispute board in the following manner: Each party to this Agreement shall appoint one member to the Dispute board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.
 10. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
 11. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

- 12. Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- 13. Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
- 14. Insurance.** GCBH certifies that it is a member of a risk pool and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.
- 15. Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, a County, RSN, or their subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.
- 16. Maintenance of Records.**
- During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to GCBH and all expenditures made by the Contractor to perform as required by this Agreement.
 - c. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- 17. Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a. Applicable federal and State of Washington statutes and regulations;
 - b. The General Terms & Conditions of this Agreement;

- c. The Special Terms & Conditions of this Agreement:
- d. Any Exhibits attached or incorporated into this Agreement by reference.

- 18. Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by GCBH and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by GCBH is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for GCBH internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 19. 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. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- 20. Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- 21. Subcontracting.** The Contractor may subcontract services to be provided under this Agreement. If GCBH, the Contractor, and a subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages rising from any act or omission from the contract, then GCBH shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, GCBH and the Contractor shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than GCBH and the Contractor. This term shall not apply in the event of a settlement by either GCBH or the Contractor.
- 22. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj/gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to GCBH, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by GCBH, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement or any, GCBH may require the Contractor to reimburse GCBH in accordance with OMB Circular A-87.
- 23. Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Lawsuits, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
- 24. Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least five (5) business days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 25. Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving GCBH at least thirty (30) calendar days' written notice addressed to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement.
- 26. Termination for Default.**
- a. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written

notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:

- (1) Failed to meet or maintain any requirement for contracting with GCBH;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before GCBH Representative may terminate this Agreement for default, GCBH Representative shall provide the Contractor with written notice of the Contractor's noncompliance with the agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, GCBH Representative may then terminate the agreement. The GCBH Representative may terminate the agreement for default without such written notice and without opportunity for correction if the GCBH Representative has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:
- (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBH's noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBH's noncompliance. If GCBH does not correct GCBH's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

- a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The Contractor shall promptly deliver to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.
- c. GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH may pay an amount mutually agreed by the parties for partially

completed work and services, if work products are useful to or usable by GCBH.

- d. If the GCBH Representative terminates this Agreement for default, GCBH may withhold a sum from the final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractors default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in Section 14 entitled "Lawsuits".

- 28. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to protect and maintain all GCBH property in its possession against loss or damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear excepted.
- 30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the GCBH Representative or designee has the authority to waive any term or condition of this Agreement on behalf of GCBH. Only the Contractor or its designee has authority to waive any term or condition of this Agreement on behalf of the Contractor.

All other terms and conditions of this Contract remain in full force and effect.