SAN JUAN COUNTY INTERLOCAL AGREEMENT WITH WHATCOM COUNTY FOR DETOXIFICATION
FACE SHEET
SJC Agreement No.
10HC.012

CONSULTANT: Whatcom County
Behavioral Health Triage Center
2030 Division Street
Bellingham, WA 98226

CONSULTANT CONTACT: Jaculine J. Mitchell
Substance Abuse Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225

PROGRAM: Detoxification

COUNTY CONTACT: Barbara LaBrash, Human Services Manager
San Juan County Health & Community Services
POB 1146
Eastsound, WA 98245
360.370.0595

CONTRACT PERIOD: November 1, 2009 to June 30, 2010

SOURCE OF FUNDS: Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse

PURPOSE: To provide detoxification services for citizens in need of said services

TOTAL FUNDS: $11,367.00

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INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to RCW 39.34.080 between San Juan County (“COUNTY”), and Whatcom County (“PUBLIC AGENCY”).

WHEREAS, the COUNTY desires to enter into an interlocal agreement with the PUBLIC AGENCY to perform certain services and/or tasks set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the PUBLIC AGENCY represents that the PUBLIC AGENCY is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The PUBLIC AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of PUBLIC AGENCY throughout this Agreement and as described in Exhibit A, attached and incorporated herein.
2. **TERM**

The Project shall begin November 1, 2009 and shall be completed no later than June 30, 2010.

3. **COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B and shall not exceed $11,367.00.

4. **ADMINISTRATION.**

This Agreement shall be administered by San Juan County, Department of Health & Community Services.

5. **INDEMNIFICATION.**

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent requires by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the PUBLIC AGENCY, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

The PUBLIC AGENCY shall also indemnify the COUNTY against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the PUBLIC AGENCY and any employees or volunteers of the PUBLIC AGENCY.

6. **INSURANCE**

A. The PUBLIC AGENCY will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance:

   1. Comprehensive commercial general liability insurance in the amount of no less than $1,000,000 for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.
Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the PUBLIC AGENCY.

2. Auto liability insurance with limits of no less than $1,000,000 for each person and/or $1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the PUBLIC AGENCY or his employees or agents. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.

B. The PUBLIC AGENCY shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of the COUNTY, the PUBLIC AGENCY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the PUBLIC AGENCY’S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS

A. The PUBLIC AGENCY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the PUBLIC AGENCY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The PUBLIC AGENCY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The PUBLIC AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
8. **EXTRA WORK**

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The PUBLIC AGENCY must submit its “request for equitable adjustment” or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

9. **OWNERSHIP OF WORK PRODUCTS**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the COUNTY, shall be forwarded to the COUNTY at its request, and may be used by the COUNTY as it sees fit.

10. **TERMINATION**

A. **Termination for Convenience.** The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the PUBLIC AGENCY. The PUBLIC AGENCY shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the PUBLIC AGENCY shall submit a termination claim to the COUNTY. If the PUBLIC AGENCY has any property in its possession belonging to the COUNTY, the PUBLIC AGENCY will account for the same, and dispose of it in the manner directed by the COUNTY.

B. **Termination for Cause.** If the PUBLIC AGENCY fails to perform in the manner called for in this Agreement, or if the PUBLIC AGENCY fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the PUBLIC AGENCY setting forth the manner in which the PUBLIC AGENCY is in default. The PUBLIC AGENCY will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

11. **MEDIATION**
The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

12. **ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

13. **WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

14. **SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.
15. **ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

16. **NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

**WHATCOM COUNTY**

Behavioral Health Triage Center  
2030 Division Street  
Bellingham, WA 98226

**SAN JUAN COUNTY**

Human Services  
POB 1146  
Eastsound, WA 98245

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 2nd day of March 2009.

**WHATCOM COUNTY**

Pete Kremen  
County Executive

(See attached- Page 7a.) Date

**SAN JUAN COUNTY**

HEALTH & COMMUNITY SERVICES  
John Manning  
Director

Date 3/2/10

**APPROVED AS TO FORM ONLY**

San Juan County Prosecuting Attorney  
Randall K. Gaylord

By: Date 3/1/2010

**FINAL APPROVAL**

Pete Rose  
County Administrator

Date 3-2-10
DEPARTMENT APPROVAL

Anne Deacon, HS Manager

Regina A. Delahunt, Director

02-11-10
Date

2-11-10
Date

WHATCOM COUNTY

PETE KREMEN
County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 18th day of February, 2010, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Arden Haines
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

My Commission expires: 05.25.2011

APPROVED AS TO FORM

Deputy Prosecuting Attorney

2-11-10
Date
Exhibit A

Scope of Services

The county providing detoxification services (WHATCOM) agrees to the following:

- Furnish its facilities and personnel for detoxification services in the same manner as the WHATCOM furnishes for detoxification services of its own clients. WHATCOM will comply with all applicable laws and regulations concerning the operation of a detoxification facility.

- Ensure that detoxification facilities have a protocol established for how they will deal with methadone clients who need detoxification from other substances.

- Arrange for and provide reimbursement for transportation from the detoxification facility to the client’s residence.

- Request reimbursement for services from county of residence no later than the 10th of each month following the month in which the services were delivered. Requests for reimbursement shall include the number of individuals served and number of bed days per individual.

- Collect and maintain information as it relates to the served individuals; and report the information as required by DBHR through the Treatment and Assessment Report Generation Tool (TARGET).

- Monitor services and contracts related to the expenditure of these funds as they would monitor similar programs in the county.

- Working collaboratively with the San Juan County Human Services Manager, WHATCOM will ensure that admitting and referral procedures are in place with the San Juan County DBHR funded chemical dependency treatment agency, law enforcement, and medical and emergency medical services, ancillary services, and the general public.

The county of residence (SAN JUAN) agrees to the following:

- Reimburse the county providing the service (Whatcom County) for payments made for the clients receiving services.

- Arrange for and provide reimbursement for transportation to the detoxification facility in Whatcom County.
Exhibit B

Fee Schedule

Funding under this agreement is contingent upon current detoxification funding levels from DBHR. Contingent upon continued funding from DBHR, the total payment by SAN JUAN COUNTY to WHATCOM COUNTY under this Agreement is $11,367 for the time period of November 1, 2009 – June 30, 2010.