

INTERLOCAL AGREEMENT

PROJECT NAME: Agreement to Share Services of Vanessa R. Gaston to Act as Interim RSN Administrator of Southwest Behavioral Health

THIS AGREEMENT is made between **SOUTHWEST WASHINGTON BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK (“SWBH”)** and **CLARK COUNTY, WASHINGTON** in order to facilitate the mutual collaboration and cooperation between the parties;

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

1. PURPOSE AND BACKGROUND

- 1.1 This Interlocal Agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between SOUTHWEST WASHINGTON BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK (SWBH) and CLARK COUNTY GOVERNMENT in the State of Washington.
- 1.2 Pursuant to RCW 39.34.080, the purpose of this Interlocal Contract is as set forth in Section 1 (Purpose and Background). The responsibilities of the parties are set forth in Section 2 (Administration of Agreement). Its duration is as specified in Section 3 (Duration of Agreement). Its method of termination is set forth in Section 4 (Termination of Agreement).
- 1.3 The SWBH Governing Board has appointed Vanessa R. Gaston to the position of interim RSN Administrator and the Clark County Board of County Councilors has agreed to allocate a portion of her time to this role. The purpose of this Agreement is to define the terms under which CLARK COUNTY will share the services of its Community Services Director, Vanessa R. Gaston, with SWBH.
- 1.4 Prior to its entry into force, the parties shall file or list an executed copy of this Agreement as provided under RCW 39.34.040.

2. ADMINISTRATION OF AGREEMENT/TERMS AND CONDITIONS

- 2.1 CLARK COUNTY will make Vanessa R. Gaston (hereinafter “Gaston”) available to SWBH to serve as SWBH’s Interim RSN Administrator for an average of ten (10) hours per week each month during the term of this

Agreement. Gaston's duties and authority as Interim Administrator shall be as set forth in and governed by the Bylaws, policies, and procedures of SWBH. In performing the duties of SWBH Interim Administrator, Gaston will comply with all applicable laws and regulations, along with the governing documents of SWBH and the direction of the SWBH Governing Board, and shall perform such duties using a standard of care at least equal to the standard of care that she uses when working for CLARK COUNTY.

- 2.2 SWBH will compensate CLARK COUNTY using SWBH funds for that portion of Gaston's Full Time Equivalent (FTE) compensation associated with the service commitment described in Section 2.1, above, as specified in paragraph 6.
- 2.3 No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This contract does not involve the acquisition or disposal of property or the separate allocation or administration of funds. All financial resources and property affected by this agreement shall be those of SWBH and shall be governed by the terms of the original Interlocal Agreement by and among Clark, Cowlitz, and Skamania Counties effective as of October 1, 2012, and the Bylaws, policies and procedures of SWBH.
- 2.4 During the performance of this Agreement, neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this Agreement.
- 2.5 Each party certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Each party shall provide immediate written notice to the other if at any time it learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Neither party shall not knowingly enter into any lower tier covered transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in any covered transaction unless authorized by the federal department or agency with which the transaction originated.
- 2.6 The parties acknowledge that during the term of this Agreement, Gaston will continue to perform her duties as CLARK COUNTY Community Services Director, as well as duties hereunder as SWBH Interim Administrator. The parties further acknowledge that CLARK COUNTY, SKAMANIA COUNTY and SWBH are transitioning to Early Adopter for full Medicaid integration as required by SSSB6312, as adopted By Washington Laws of 2014. Gaston agrees to make known any conflicts

of interest that may impact her duties as Interim Administrator.

- 2.7 Both parties will make every effort to communicate and coordinate with each other to maximize the effective use of this shared resource.

3. DURATION OF AGREEMENT

The term of this Agreement is for the period from July 1, 2015, through the period when SWBH completes all necessary actions to end operations, unless earlier terminated in accordance with the termination clause of this Agreement. Actions taken pursuant to this Agreement but prior to its formal execution are hereby ratified by the parties.

4. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to March 31, 2016 by written approval of both parties or by action of the Governing Board of SWBH pursuant to the SWBH Bylaws terminating Gaston as Interim Administrator.

5. RELATIONSHIP OF THE PARTIES/LIABILITY

5.1 Gaston will remain an employee of CLARK COUNTY. CLARK COUNTY will pay all salary, wages, insurance, overhead costs, benefits, and taxes attributed to Gaston and will be responsible for all other administrative functions customarily performed by an employer for its employees. CLARK COUNTY shall, without regard to payments by SWBH, assume such responsibilities as are required by all applicable laws governing wages and hours and shall maintain coverage for workers compensation for Gaston.

5.2 SWBH shall assume liability for any work performed by Gaston as SWBH Interim Administrator during the term of this Agreement to the same extent as though Gaston were an actual employee of SWBH. To the maximum extent permitted by law, SWBH shall defend, indemnify and hold harmless Gaston, CLARK COUNTY, its directors, officers, employees, and agents from any and all loss, suit, action, or claim, including costs and attorney's fees, by reason of injury, including death, to any person, or damage to property, resulting from the actual or alleged acts, errors, or omissions of CLARK COUNTY or Gaston.

6. PAYMENT

For the services to be provided under this Interlocal Agreement, the parties agree that:

- (a) SWBH shall pay CLARK COUNTY approximately \$3,542.74 per month, plus the Administrator's actual travel expenses related to SWBH business, and any associated administrative costs not to exceed 10%, through the term of this agreement, to cover all costs associated with providing the services of Gaston as SWBH Interim Administrator. SWBH agrees to allow for normal increases in Gaston's salary rate for cost of living adjustments and step increases per Clark County policy.
- (b) CLARK COUNTY will send invoices to SWBH on a monthly basis. SWBH will make payment within thirty (30) days of receipt of billing from CLARK COUNTY.

7. NOTICE

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

To Southwest Regional Health RSN: Brad Alberts, Chief Operating Officer
Southwest Washington Behavioral Health
P.O. Box 664
Vancouver, WA 98666

To Clark County: Mark McCauley, Acting County Manager
Clark County
P.O. Box 5000
Vancouver, WA 98666-5000

The name and address to which notices shall be directed may be changed by either party by giving the other party notice of such change as provided in this section.

8. SEVERABILITY

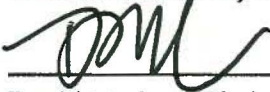
If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

9. ENTIRE CONTRACT

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

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

CLARK COUNTY, WASHINGTON

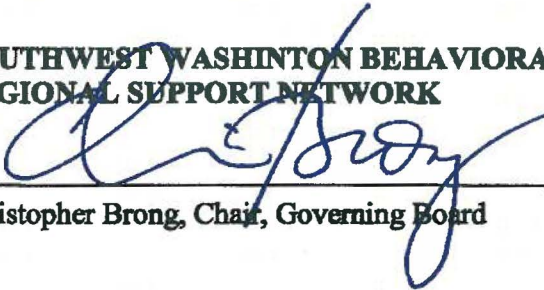


David Madore, Chair, Board of County Councilors

6/24/15

Date

**SOUTHWEST WASHINGTON BEHAVIORAL HEALTH
REGIONAL SUPPORT NETWORK**



Christopher Brong, Chair, Governing Board

Date