

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
COOPERATION AND COORDINATION IN THE FORMATION OF THE  
SOUTHWEST BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

THIS AGREEMENT is entered into effective this 14<sup>th</sup> day of August, 2012, by and between SKAMANIA COUNTY (hereinafter referred to as Skamania), a Municipal Corporation of the State of Washington, and CLARK COUNTY (hereinafter referred to as Clark) a Municipal Corporation of the State of Washington,

WITNESSETH:

WHEREAS, the parties have determined that working together cooperatively on projects in support of the development of Southwest Washington Behavioral Health (SWBH) will benefit the persons served by the parties;

WHEREAS, the parties agree that contracting through Skamania for such services is beneficial to all parties;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, to be made and performed by the parties hereto, the parties agree as follows:

**1. PURPOSE AND BACKGROUND**

1.1 This is an Interlocal Contract entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.

1.2 The purpose of this Agreement is to promote cooperation and coordination of services between the parties to this Agreement.

1.3 This Agreement does not create any new or additional legal or administrative entity. This Agreement is not to be construed as creating any joint venture or partnership between the parties to this Agreement.

**2. DURATION OF AGREEMENT**

The term of this Agreement is for the period from August 14<sup>th</sup>, 2012, until terminated in accordance with the termination clause of this Agreement.

**3. TERMINATION OF THE AGREEMENT**

Either party may choose to terminate this Agreement by notifying the other party in writing sixty (60) days prior to termination, but no later than December 31, 2012.

**4. RELATIONSHIP OF THE PARTIES**

No agent, officer, or employee of either party shall be deemed an agent, officer, or employee of the other party. Each party shall be solely and entirely responsible for the acts of its agents, employees, and contractors. This Agreement is for the benefit of the parties; no third party beneficiary relationship is intended.

## 5. SCOPE OF WORK AND GOALS

The primary goal of this Agreement is to determine professional services needed for the formation of Southwest Washington Behavioral Health (SWBH) and create a cooperative agreement for the payment of these services. Mutually agreed upon services are as follows:

- 5.1 The parties agree to provide for payment of a Southwest Washington Behavioral Health (SWBH) Temporary Project Manager who will serve as directed by the SWBH Governing Board
- 5.2 The parties agree to provide for payment of Human Resources Development Specialists for the development of Southwest Washington Behavioral Health (SWBH) who will serve as directed by the SWBH Governing Board.
- 5.3 Clark agrees to provide for payment of fiscal support from Skamania County Community Health up to a maximum of \$5,000 during the course of this agreement.
- 5.4 The parties agree that professional services defined in the Agreement may have been provided prior to this agreement, but not prior to June 1, 2012. Payments related to services defined in this Agreement may be made for services provided prior to this Agreement, but no earlier than June 1, 2012.

## 6. PAYMENT FOR SERVICES

### 6.1 SKAMANIA Responsibilities:

- 6.1. a. Skamania will contract with the SWBH Project Manager (Charles R. Benjamin dba CRBS Management Solutions).
- 6.1. b. Skamania will contract with SWBH Human Resources Development Specialist (HR Answers, Inc.).
- 6.1. c. Skamania will process in full for the approved invoices received by CRBS Management Solutions and HR Answers, Inc. Payments will be processed in a timely manner.

6.1. d. Skamania will provide fiscal support for SWBH at the request of the Project Manager.

6.1. e. Skamania will prepare and submit invoices on a monthly basis to Clark for the pro-rated portion due from Clark. A copy of the contractor's invoice will be included.

6.2 CLARK Responsibilities:

6.2. a. Clark agrees to share in the costs for the contractor services listed in Section 5. SCOPE OF WORK AND GOALS based on a percentage basis determined by Clark's Medicaid Eligible Count as a percentage of Total Medicaid Eligible Residents of the three counties forming SWBH (Skamania, Clark, and Cowlitz).

Percentages calculated based on an average of Medicaid Eligible counts for the period of January 1, 2012 through June 30, 2012. Counts and percentages are as follows:

	<b>Percentage</b>	<b>Eligible Count</b>
Skamania County	1.42%	1,375
Clark County	75.24%	72,748
Cowlitz County	<u>23.34%</u>	<u>22,569</u>
	100.00%	96,692

6.2. b. Clark agrees to reimburse Skamania 75.24% of contractor costs upon receipt of acceptable invoice received by Skamania. (The reimbursement rate of 75.24% applies only to the services specified in this agreement.)

6.2. c. Clark agrees to pay Skamania for fiscal support as invoiced monthly by Skamania up to a maximum consideration of \$5,000.

6.2. d. Payments are considered timely if paid within 30 days of accepted invoice received by Clark.

6. NOTICE

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

To Skamania County: Kirby Richards  
Skamania County Community Health  
PO Box 369  
Stevenson, WA 98648

To Clark County:

Vanessa Gaston  
Director of Clark County Community Services  
PO Box 5000  
Vancouver, WA 98666-9810

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

7. WAIVER

No waiver by any party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

8. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all parties.

9. APPLICABILITY OF LAW

This Agreement is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all Agreements and Statements of Work shall be governed by laws of the State of Washington, both as to interpretation and performance.

10. 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.

11. 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 modifications of this Interlocal Contract shall be in writing and signed by all parties.

12. FILING

A copy of this Agreement will be filed with the Skamania County Auditor and Clark

County Auditor in accord with the provisions of RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed the within and forgoing Agreement as of the date shown above.

DATED: August 28, 2012.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

[Signature]  
Chairman

[Signature]  
Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

[Signature]  
Skamania Prosecuting Attorney



CLARK COUNTY

[Signature]  
Bill Barron, Administrator

8/7/12  
Date

ATTEST:

[Signature]  
Skamania Clerk of the Board

APPROVED AS TO FORM ONLY:

[Signature]  
Clark Prosecuting Attorney