

SNOHOMISH HEALTH DISTRICT  
RESOLUTION OF THE BOARD OF HEALTH

3 - 76

RESOLUTION NUMBER: 3 - 76

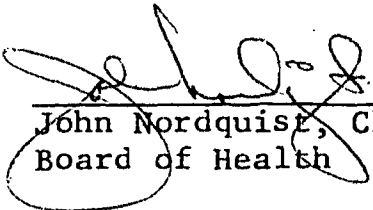
RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING THE SIGNING OF  
CONTRACTS RELATING TO THE ALCOHOLISM  
PROGRAM FOR 1976

WHEREAS the State Department of Social and Health Services has allocated state funds to the Snohomish County Alcoholism Program in the amount of \$254,528 for the period January 1, 1976 through December 31, 1976, and

WHEREAS Snohomish Health District has been designated as the fiscal intermediary by the Snohomish County Commissioners to receive such funds from the Department of Social and Health Services and to disburse these funds pursuant to the approved Snohomish County Alcoholism Program Plan for 1976 and the approved Budget for the Snohomish County Alcoholism Program for 1976,

NOW THEREFORE THE BOARD OF HEALTH of Snohomish Health District does authorize the Chairman of the Board to sign the attached Contract Number 1060-CGG-5858 between Snohomish Health District and the Department of Social and Health Services and authorizes the Health Officer to sign appropriate subcontracts with the service providers, such contracts to be prepared pursuant to the approved Plan and approved Budget and to be prepared initially for the period January 1, 1976 through June 30, 1976 and subsequently, following review by the Snohomish County Alcoholism Administrative Board, for the period July 1, 1976 through December 31, 1976.

Adopted this 13th day of January 1976.

  
\_\_\_\_\_  
John Nordquist, Chairman  
Board of Health

ATTEST:

  
\_\_\_\_\_  
Claris Hyatt, M.D.  
Health Officer

January 13, 1976



<input checked="" type="checkbox"/> NEW AWARD	CONTRACT/GRANT NUMBER (DSHS Only)	PROJECT NUMBER	1. APPROVED PERIOD			
<input type="checkbox"/> MODIFICATION (No. )	1060-CGG-5858		BEGINNING	Mo	Day	Yr
<input type="checkbox"/>				1	1	76
			ENDING	Mo	Day	Yr
				12	31	76
2. TITLE OF COMMUNITY SERVICES BEING FUNDED ALCOHOLISM SERVICES FOR SNOHOMISH COUNTY			3. AMOUNT OF THIS CONTRACT/GRANT AWARD \$254,528			
4. NAME AND ADDRESS OF CONTRACTOR/GRANTEE SNOHOMISH HEALTH DISTRICT COUNTY COURTHOUSE EVERETT WA 98201			5. AUTHORITY			
6. CONTRACTOR/GRANTEE-PROJECT DIRECTOR			7. DSHS-PROGRAM MANAGER GLEN MILLER OFFICE OF ALCOHOLISM			

8. THIS CONTRACT/GRANT AWARD AND THE RIGHTS AND OBLIGATIONS OF BOTH PARTIES HERETO SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS OF THE NOTIFICATION OF CONTRACT/GRANT AWARD. THOSE SPECIAL TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE HEREIN; THOSE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT "B" AND AS INCORPORATED BY REFERENCE HEREIN, AND

STATEMENT OF WORK INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

PROJECT PROPOSAL, INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

COUNTY PLAN, INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

APPROVED BUDGET ~~20008~~ INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

Chap. 275-13-15WAC INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

SWSAMS Instr. Manual INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

INCORPORATED BY REFERENCE HEREIN AND  ATTACHED HERETO AS EXHIBIT

9. IN THE EVENT OF AN INCONSISTENCY IN THIS CONTRACT/GRANT AWARD, UNLESS OTHERWISE PROVIDED HEREIN, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) APPROPRIATE PROVISIONS OF THE WASHINGTON ADMINISTRATIVE CODE, (B) THE SPECIAL TERMS AND CONDITIONS, (C) GENERAL TERMS AND CONDITIONS, (D) THOSE ATTACHMENTS INCORPORATED BY REFERENCE HEREIN OTHER THAN THE SPECIAL AND/OR GENERAL TERMS AND CONDITIONS IN THE ORDER IN WHICH ATTACHED, AND (E) ANY OTHER PROVISIONS WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED AS GIVING PRECEDENCE TO PROVISIONS OF THIS CONTRACT/GRANT AWARD OVER OVER ANY PROVISIONS OF LAW.

APPROVED AS TO FORM: *Paul J. ...*  
 ASSISTANT ATTORNEY GENERAL

For the Department of Social and Health Services  
*Albert S. Loyd*  
 ALBERT S. LOYD Contracting Officer

DEC 29 1975  
 Date

As evidenced by signature(s) hereon, the Contractor/Grantee Accepts the terms and conditions of this award:

For the Contractor/Grantee  
*John Nordquist*  
 John Nordquist, Chairman  
 Board of Health  
 Snohomish Health District

1/13/76  
 Date

PAYMENT

In consideration whereof, the Department shall pay to the County all allowable and allocable costs incurred as evidenced by proper invoice of the County submitted on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes, as follows:

To provide alcoholism services as defined in the 1976 County Alcoholism Plan and in accordance with the applicable standards contained in Chapters 275-13-15 WAC, for the period of performance, the Department shall pay a sum not to exceed \$ 254,528.00.

Provided, that expenditures shall be made in accordance with the calendar year - 1976 alcoholism budget as submitted by the County and approved by the Department, which has been previously incorporated by reference herein.

Provided further, that expenditures for detoxification services shall take precedence over expenditures for all other alcoholism services, to insure that this requirement of the Uniform Alcoholism and Treatment Act is fully complied with.

The allowability and allocability of cost incurred in performance under this agreement shall be subject to audit by the Department or its authorized representative, and the amount of any sustained audit exceptions resulting therefrom shall be refunded to the Department.

BILLING PROCEDURE

The County shall render monthly invoices for services performed under this agreement on Invoice Voucher (A-19) prepared in triplicate (original and two signed copies) in the manner prescribed by the Department. These vouchers shall include such information as is necessary for the Department to determine the exact nature of all expenditures by attaching an accomplished DSHS Form 19-144 dated 11/75 (County Alcoholism Combined Expenditures Report and Request for Reimbursement) to each voucher submitted. Each voucher will clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO. 1060-CGG- 5858". The original and two copies of each voucher with Form 19-144 shall be submitted direct to:

State of Washington  
Department of Social and Health Services  
Olympia, WA 98504  
ATTN: Office on Alcoholism MS 448

REPORTS

The County shall insure that all agencies that voucher for reimbursement for alcoholism services through the County submit client report forms in accordance with the Washington State Alcoholism Monitoring System, Instructions and Procedures Manual for Client and Agency Forms dated November 1974, as amended, incorporated by reference herein. Other information requested by the Department will be submitted on an "as required" basis.

SUBCONTRACTING

The subcontracting clause of the General Terms and Conditions is amended to include the following:

Copies of all subcontracts entered into by the County under this contract shall be filed with the Department (Office of Alcoholism) within 30 days of the effective date of such subcontracts.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

## GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this agreement the following terms shall have the meanings set forth below:

(a) "Department" shall mean the Department of Social and Health Services of the State of Washington, any division, section, office, unit or other entity of that Department, or any of the officers or other officials lawfully representing that Department.

(b) "County" shall mean that other party or parties to this agreement and shall include any subsequent contractor or subcontractor retained by the County as permitted under the terms of this agreement.

(c) "Contracting Officer" shall mean that person appointed by the Department to administer this agreement on behalf of the Department and the term includes, except as otherwise provided in this agreement, an authorized representative of the Contracting Officer acting within the limits of his authority.

RECORDS, DOCUMENTS AND REPORTS - The County shall maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review, or audit by Department personnel and other personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law. The County shall retain all books, records, documents, and other material relevant to this agreement for five years after settlement, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials at all reasonable times during said period.

The County shall provide that this clause be included in any contract or sub-contract with any provider for services to be performed under this agreement.

SAFEGUARDING OF CLIENT INFORMATION - The use or disclosure by any party of any confidential information concerning a recipient or client for any purpose with respect to services provided under this agreement is prohibited except on written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian, or as otherwise provided by law.

The County shall provide that this clause be included in any contract or sub-contract with any provider for services to be performed under this agreement.

NONDISCRIMINATION IN EMPLOYMENT - During the performance of this agreement the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap. The County shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and programs for training including apprenticeships. If this agreement authorizes subcontracting, any contract or sub-contract resulting therefrom must include appropriate safeguards against discrimination in employment binding upon each contractor or subcontractor. The County will take such action with respect to any contract, subcontract or purchase order as may

be required to insure full compliance with RCW 4.60, including sanctions for noncompliance.

NONDISCRIMINATION IN CLIENT SERVICES - The County shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap:

(a) Deny an individual any services or other benefits provided under this agreement,

(b) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this agreement,

(c) Subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under this agreement.

(d) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under this agreement. The County, in determining 1) the types of services or other benefits to be provided, or 2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or 3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap or have the effect of defeating or substantially impairing accomplishment of the objectives of this agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap.

(e) If this agreement authorizes any contract or sub-contract, said contract or sub-contract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The County will take such action with respect to any contract or sub-contract as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

SUBCONTRACTING - The County may, without further notice to the Department, enter into contracts or sub-contracts with those providers specifically defined in the plan, statements of work, narrative, or other approved proposal, if any, provided, that those contracts or sub-contracts shall not exceed the scope of work, extend the period of performance, or increase the budgetary limitations contained in the plan, statement of work, narrative, or other approved proposal.

Any proposed contract or sub-contract for services under this agreement which exceeds the scope of work, extends the period of performance, or increases the budgetary limitations contained in the approved plan, statement of work, narrative, or other approved proposal; or any proposed contract or sub-contract with a provider not specifically defined in the plan, statement of work, narrative, or other approved proposal must be submitted to the Contracting Officer for prior approval.

The terms and conditions of any contract or sub-contract for services under this agreement shall be definitive and contain as a minimum those clauses otherwise required by this agreement.

CONFLICT OF INTEREST - The Department may, by written notice to the County:

(a) Terminate this agreement if it is found, after due notice and hearing under the provision of the Administrative Procedures Act (RCW 34.04) that gratuities in the form of entertainment or gifts offered or given by the County, or agent

or representative of the County, to any officer or employee of the Department, with a view towards securing this agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this agreement.

(b) The rights and remedies of the Department provided for in this clause shall not be inclusive and are in addition to any other rights and remedies provided by law.

(c) The Department may terminate this agreement in whole or in part if after due notice and hearing under the provisions of the Administrative Procedures Act (RCW 34.04) it is found that the County violated the provisions of this clause in their relations with any contractor or subcontractor.

#### TREATMENT OF ASSETS

(a) Title to all property furnished by the Department shall remain in the Department. Title to all property purchased by the County, for the cost of which the County is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the County under the contract, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

(b) Any property of the Department furnished to the County shall, unless otherwise provided herein, or approved by the Contracting Officer, be used only for the performance of this agreement.

(c) The County shall be responsible for any loss or damage to property of the Department (including expenses entered thereunto) which results from willful misconduct or lack of good faith on the part of the County or which results from the failure on the part of the County to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the Department in like condition to that in which it was furnished to the County.

(d) Upon the happening of loss or destruction of, or damage to, any Departmental property, the County shall notify the Contracting Officer thereof and shall take all reasonable steps to protect that property from further damage.

(e) The County shall surrender to the Department all property of the Department prior to settlement upon rescission, termination or completion of this agreement.

(f) All reference to the County under this clause shall include any of its employees, agents, or sub-contractors.

(g) The Department may at its discretion abandon, in place, any property in which title is vested in the Department under the terms of this agreement, insofar as permitted by law, rule or regulation, and thereupon all obligations of the Department regarding such abandoned property shall cease.

**LICENSING AND ACCREDITATION STANDARDS** - All providers of services under this agreement, to include any sub-contracts resulting therefrom, shall comply with all state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the Department, by law or by rule or regulation of the Department, to assure quality of services. The County shall include this requirement in all contracts or sub-contracts for services to be provided under this agreement.

**RIGHT OF INSPECTION** - The County shall provide right of access to its facilities, to include those of any contractor or sub-contractor, to the Department or to any of its officers, or to any other authorized agency or official of the State of Washington or of the federal government, at all reasonable times, in order to monitor and evaluate the services provided under this

agreement. The County shall include this right of inspection in all contracts or sub-contracts.

**CHANGES AND MODIFICATIONS** - The Department may, at any time, by written notification to the County make changes within the general scope of the services to be performed under this agreement. If any such change causes an increase or decrease in the cost of, or the time required for the performance of, this agreement, an equitable adjustment may be made in the funding otherwise provided, or period of performance, or both.

**SAVINGS** - In the event 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 normal completion, the Department may terminate the agreement, without the thirty day advance written notice otherwise required by the "Termination" clause, subject to re-negotiation under those new funding limitations and conditions.

**TERMINATION** - This agreement may be terminated by either party hereto upon thirty days advance written notice to the other party, provided that the Department may, by written notice, terminate this agreement without the thirty day advance written notice otherwise required, in whole or part, for failure of the County to perform any of the provisions hereof.

In the event of termination the Department shall be liable only for payment in accordance with the terms of the agreement for services rendered prior to the effective date of termination.