



**SNOHOMISH
HEALTH
DISTRICT**

Courthouse
Everett, Washington 98201
Area Code 206 259-9440

CLARIS HYATT, M.D., M.P.H.
Health Officer

DAVID A. STOCKTON, M.P.A.
Executive Assistant

DISTRICT MEMBERS

COUNTY

Snohomish

CITIES AND TOWNS

- Arlington
- Brier
- Darrington
- Edmonds
- Everett
- Gold Bar
- Granite Falls
- Index
- Lake Stevens
- Lynnwood
- Marysville
- Monroe
- Mountlake Terrace
- Mukilteo
- Snohomish
- Stanwood
- Sultan
- Woodway

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

79 - 5

RESOLUTION NUMBER: 79 - 5

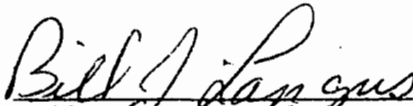
RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING THE SIGNING OF
CONTRACTS RELATIVE TO THE ALCOHOLISM
PROGRAM FOR 1979

WHEREAS the State Department of Social and Health Services has allocated state funds to the Snohomish County Alcoholism Program in the amount of \$139,643 for the period January 1, 1979 through June 30, 1979, and

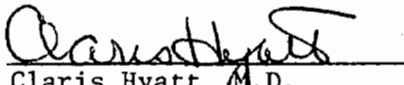
WHEREAS Snohomish Health District has been designated as the fiscal intermediary through agreement with the Snohomish County Commissioners and the Board of Health and is to receive such funds from the Department of Social and Health Services and to disburse these funds pursuant to the approved Snohomish County Alcoholism Program Plan for 1979 and approved budgets for the Snohomish County Alcoholism Program for 1979,

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-20076 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 approved in the 1979 Alcoholism Program Plan.

Adopted this 15th day of February 1979.


Bill J. Langus, Chairman
Board of Health

ATTEST:


Claris Hyatt, M.D.
Health Officer

February 15, 1979

CH: det



DEPARTMENT OF SOCIAL AND HEALTH SERVICES

NOTIFICATION OF CONTRACT AWARD

APPROVED PERIOD BEGINNING	MO. 1 DAY 1 YR. 79	NAME OF COUNTY (IES) Snohomish County (through Snohomish Health District)	CONTRACT NUMBER 1060-CGG-20076
ENDING	MO. 6 DAY 30 YR. 79		COMMUNITY SERVICE BEING FUNDED Community Alcohol Services
COMMUNITY PROGRAM DIRECTOR Clariss Hyatt			AMOUNT OF THIS CONTRACT AWARD See Exhibit "A" Consideration Special Terms & Conditions
AUTHORITY RCW 70.96A WAC 275-15 PL 91-616 WAC 275-25			

THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND BY THE

<input checked="" type="checkbox"/> SPECIAL TERMS AND CONDITIONS INCORPORATED BY REFERENCE HEREIN	<input checked="" type="checkbox"/> ATTACHED HERETO AS EXHIBIT "A"
<input checked="" type="checkbox"/> BASIC AGREEMENT (NO. 9301-LTG-11796(1)) INCORPORATED BY REFERENCE HEREIN	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/> BASIC AGREEMENT (NO.) INCORPORATED BY REFERENCE HEREIN	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input checked="" type="checkbox"/> APPROVED COUNTY PLAN INCORPORATED BY REFERENCE HEREIN	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/> STATEMENT OF WORK INCORPORATED BY REFERENCE HEREIN	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/>	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/>	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/>	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/>	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT
<input type="checkbox"/>	<input type="checkbox"/> ATTACHED HERETO AS EXHIBIT

RECEIVED
MAR 16 1979
BUREAU OF ALCOHOL AND
SUBSTANCE ABUSE

IN THE EVENT OF ANY INCONSISTENCY IN THIS NOTIFICATION OF CONTRACT AWARD INCLUDING THE ITEMS INCORPORATED HEREIN BY REFERENCE, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (1) APPROPRIATE PROVISIONS OF THE WASHINGTON ADMINISTRATIVE CODE (2) SPECIAL TERMS AND CONDITIONS (3) BASIC AGREEMENT (4) STATEMENT OF WORK (5) APPROVED COUNTY PLAN (6) ANY OTHER PROVISIONS WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, PROVIDED, THAT NOTHING HEREIN SHALL BE CONSTRUED AS GIVING PRECEDENCE TO PROVISIONS OF THIS CONTRACT OVER ANY PROVISIONS OF LAW.

THIS NOTIFICATION OF CONTRACT AWARD INCLUDING ALL MATERIAL INCORPORATED BY REFERENCE CONTAINS ALL TERMS AND CONDITIONS AGREED TO BY THE PARTIES HERETO. 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.

FOR THE COUNTY (IES)

AS EVIDENCED BY SIGNATURE(S) HEREON, THE COUNTY (IES) ACCEPT THE TERMS AND CONDITIONS OF THIS AWARD.

Bill J. Langus 2/15/79
SIGNATURE DATE
Bill J. Langus
Chairman, Board of Health
Snohomish Health District

Clariss Hyatt M.D. 2/15/79
SIGNATURE DATE
Clariss Hyatt, M.D.
Health Officer
Snohomish Health District

FOR THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES

APPROVED AS TO PROGRAM CONTENT
J. Dan Reynolds
SIGNATURE - DSHS PROGRAM MANAGER

APPROVED AS TO FORM ONLY
Michael Hanbey, AAG
Approval on File
ASSISTANT ATTORNEY GENERAL

APPROVED AS TO BINDING EFFECT
Bruce C. Stewart
SIGNATURE - CONTRACTING OFFICER
BRUCE C. STEWART

EXHIBIT "A"

SPECIAL TERMS AND CONDITIONS
ALCOHOLISM PROGRAM

RECEIVED

MAR 16 1979

BUREAU OF ALCOHOL AND
SUBSTANCE ABUSE

CONSIDERATION

The maximum consideration for work performed under this contract shall not exceed \$145,873.00.

A set-aside equal to \$6,230.00 is being withheld from the above amount by the Department for the purpose of assuring payment of detoxification costs from the State Medical Assistance fund. It is further agreed, that should the amount set-aside for detoxification described above be exhausted before completion of this contract, the Contractor shall reimburse the Department for an amount equal to 25% of all detoxification costs incurred by the Contractor after that point. The Department reserves the right to reduce the amount of set-aside withheld in the event said funds appear to be in excess of 25% of the detoxification costs incurred by the Contractor during the term of this agreement.

DETOXIFICATION SERVICES

The County agrees 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.

REPORTING REQUIREMENTS

The Contractor agrees to participate fully in the designated Bureau of Alcohol and Substance Abuse Alcoholism Management Information System. Such participation includes the prompt and orderly submission of all required reporting forms, completed in detail and submitted on the dates set by the Chief of the Office on Alcoholism or the authorized designee of the Bureau Director.

CONFIDENTIALITY OF CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records, including 42 CFR 2.

A G R E E M E N T

WHEREAS, RCW 90.76A known as the "Uniform Alcoholism and Intoxication Treatment Act", provides that the Department of Social and Health Services of the State of Washington may make contracts necessary or incidental to the performance of its duties thereunder with public and private agencies, organizations and individuals to pay them for services rendered or furnished to alcoholics, persons incapacitated by alcohol or intoxicated persons, and

WHEREAS Snohomish Health District, hereinafter called the "District", has contracted with the State of Washington, Department of Social and Health Services, to receive and disburse monies to provide for comprehensive services for the treatment of alcoholics, persons incapacitated by alcohol, and intoxicated persons as set forth in RCW 70.96A.080 of the "Uniform Alcoholism and Intoxication Treatment Act", pursuant to Contract Number 1060-CGG-20076, and

WHEREAS the District also receives from Snohomish County and from the cities and towns located in Snohomish County two percent of liquor profits and taxes distributed to these municipalities in accordance with RCW 70.96.095 and RCW 70.96.096 and disburses these funds as approved in the countywide alcoholism plan and budget, and

WHEREAS the District has agreed to contract for the provision of certain services with Drinkers' Diversion Service, hereinafter called the "Agency",

NOW THEREFORE, the District and the Agency agree as follows:

1. The Contract 1060-CGG-20076 (copy attached) between the State of Washington, Department of Social and Health Services and the District be and the same hereby is incorporated by reference herein as if fully set forth and it shall hereafter be referred to as the "Contract".
2. The Agency shall provide the services as set forth in the Snohomish County Alcoholism Program Plan for 1979 as developed by the Snohomish County Alcoholism Administrative Board, adopted by the Snohomish County Commissioners and approved by the Department of Social and Health Services, which are:

Information and Referral Service, Court Relations Service,
Alcohol Information School, Youth Substance Abuse Program,
Outpatient Treatment, Public Information, School Education
Program

3. The Agency shall budget for the program set forth in Paragraph 2 hereof and shall submit invoices monthly to the District for services performed pursuant thereto.
4. Services set forth in Paragraph 2 above shall be provided directly by the Agency.
5. In consideration for the services outlined in Paragraph 2 above to be performed by the Agency, the District shall collect from the State pursuant to the Contract and pay to the Agency an amount not to exceed \$ 53,665.50.
6. In consideration for the services outlined in paragraph 2 above to be performed by the Agency, the District shall disburse to the Agency an amount from two percent monies not to exceed \$40,894.00 ; PROVIDED the District reserves the right to adjust monies from the State Contract and the two percent monies if necessary; however, in no event will the total to be disbursed by the District to the Agency exceed \$ 94,559.50.
7. The District shall receive alcoholism program funds and shall pay the Agency monthly for services performed pursuant to the requirements set forth in Section 2 hereof; PROVIDED, however, The District shall not be obligated to pay the Agency in excess of funds actually received by the District, nor pay to the Agency funds in excess of funds budgeted, nor pay to the Agency funds in excess of the difference between expenditures and revenues collected from other sources.
8. It is understood that fiscal control and accounting procedures will be followed as set forth in WAC 275-25-030 and that the District will not be obligated to pay any monies to the Agency if such procedures are not followed. The Agency also agrees to make its fiscal records available for audit by the District, State Auditor, and representatives of the Department of Social and Health Services.
9. The District and the Agency agree that procedures and requirements as set forth in WAC 275-25 will be followed.
10. The Agency shall submit to the District monthly reports of progress on the programs referred to in Section 2 above. The Agency shall cooperate with the District in the development of further program review procedures as may become necessary or required by the State Department of Social and Health Services or by the Snohomish County Alcoholism Administrative Board.

11. This Agreement shall cover the period from January 1, 1979 through June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly constituted and legal authorities the date set opposite the signature of each party.

Date Signed March 22, 1979

SNOHOMISH HEALTH DISTRICT

by Clariss Hyatt
Clariss Hyatt, M.D.
Health Officer

Signed pursuant to Board
of Health Resolution #79 - 5

Date Signed April 10, 1979

DRINKERS' DIVERSION SERVICE

by Lawrence P. Ryan
Title President

Attest Arden B. Biele
Notary Public in and for the State of
Washington County of Snohomish
residing at Woodinville

A M E N D M E N T T O A G R E E M E N T

WHEREAS Snohomish Health District receives funds from the Department of Social and Health Services and receives funds also from Snohomish County and from cities and towns located within Snohomish County for the purpose of providing comprehensive services for services to alcoholics as set forth in RCW 90.76A, and

WHEREAS Snohomish Health District has contracted with Drinkers' Diversion Service to provide certain services during the first half of 1979 as set forth in an agreement signed by the Health District March 22, 1979 and signed by Drinkers' Diversion Service April 10, 1979, and

WHEREAS in accordance with said Agreement the Health District is to reimburse Drinkers' Diversion Service for services provided during the first half of 1979 in an amount not to exceed \$94,559.50, such figure based upon dividing by half the total amount approved for Drinkers' Diversion Service by the Snohomish County Alcoholism Administrative Board for calender year 1979, and

WHEREAS due to the end of the Washington State 1977-79 Biennium, it is necessary that state grant monies for that Biennium be expended by June 30, 1979, and

WHEREAS for the proper administration of the countywide alcoholism program it is convenient for the Health District to reimburse Drinkers' Diversion Service in the amount of \$100,379.86 during the first half of 1979, and to reimburse Drinkers' Diversion Service in an amount not to exceed \$88,739.14 during the second half of 1979, such disbursements consistent with the annual countywide alcoholism budget for 1979,

NOW THEREFORE the Health District and Drinkers' Diversion Service agree to amendment of Paragraphs 5 and 6 of the aforementioned agreement as follows:

5. In consideration for the services outlined in Paragraph 2 above to be performed by the Agency, the District shall collect from the State pursuant to the Contract and pay to the Agency an amount not to exceed \$82,391.92.
6. In consideration for the services outlined in paragraph 2 above to be performed by the Agency, the District shall disburse to the Agency an amount from two percent monies not to exceed \$17,987.94; PROVIDED the District reserves the right to adjust monies from the State Contract and the two percent monies if necessary; however, in no event will the total to be disbursed by the District to the Agency exceed \$100,379.86.

This Amendment applies to the Agreement covering the period from January 1, 1979 through June 30, 1979.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be signed by their duly constituted and legal authorities the date set opposite the signature of each party.

Date Signed July 10, 1979

SNOHOMISH HEALTH DISTRICT

By Clariss Hyatt, M.D.
Clariss Hyatt, M.D.
Health Officer

Signed pursuant to Board of Health Resolutions #79-5 and #79 - 15.

Date Signed August 7, 1979

DRINKERS' DIVERSION SERVICE

By John McCoy
John McCoy, Director
ATTEST:

Name Kathleen A. Austin
Title Notary - Everett, Washington

A G R E E M E N T

WHEREAS, RCW 90.76A known as the "Uniform Alcoholism and Intoxication Treatment Act", provides that the Department of Social and Health Services of the State of Washington may make contracts necessary or incidental to the performance of its duties thereunder with public and private agencies, organizations and individuals to pay them for services rendered or furnished to alcoholics, persons incapacitated by alcohol or intoxicated persons, and

WHEREAS Snohomish Health District, hereinafter called the "District", has contracted with the State of Washington, Department of Social and Health Services, to receive and disburse monies to provide for comprehensive services for the treatment of alcoholics, persons incapacitated by alcohol, and intoxicated persons as set forth in RCW 70.96A.080 of the "Uniform Alcoholism and Intoxication Treatment Act", pursuant to Contract Number 1060-CGG-20076, and

WHEREAS the District also receives from Snohomish County and from the cities and towns located in Snohomish County two percent of liquor profits and taxes distributed to these municipalities in accordance with RCW 70.96.095 and RCW 70.96.096 and disburses these funds as approved in the countywide alcoholism plan and budget, and

WHEREAS the District has agreed to contract for the provision of certain services with Evergreen Manor, Inc., hereinafter called the "Agency",

NOW THEREFORE, the District and the Agency agree as follows:

1. The Contract 1060-CGG-20076 (copy attached) between the State of Washington, Department of Social and Health Services and the District be and the same hereby is incorporated by reference herein as if fully set forth and it shall hereafter be referred to as the "Contract".
2. The Agency shall provide the services as set forth in the Snohomish County Alcoholism Program Plan for 1979 as developed by the Snohomish County Alcoholism Administrative Board, adopted by the Snohomish County Commissioners and approved by the Department of Social and Health Services, which are:

Alcoholism Recovery House

3. The Agency shall budget for the program set forth in Paragraph 2 hereof and shall submit invoices monthly to the District for services performed pursuant thereto.
4. Services set forth in Paragraph 2 above shall be provided directly by the Agency.
5. In consideration for the services outlined in Paragraph 2 above to be performed by the Agency, the District shall collect from the State pursuant to the Contract and pay to the Agency an amount not to exceed \$19,550.00.
6. In consideration for the services outlined in paragraph 2 above to be performed by the Agency, the District shall disburse to the Agency an amount from two percent monies not to exceed \$ none; PROVIDED the District reserves the right to adjust monies from the State Contract and the two percent monies if necessary; however, in no event will the total to be disbursed by the District to the Agency exceed \$19,550.00.
7. The District shall receive alcoholism program funds and shall pay the Agency monthly for services performed pursuant to the requirements set forth in Section 2 hereof; PROVIDED, however, The District shall not be obligated to pay the Agency in excess of funds actually received by the District, nor pay to the Agency funds in excess of funds budgeted, nor pay to the Agency funds in excess of the difference between expenditures and revenues collected from other sources.
8. It is understood that fiscal control and accounting procedures will be followed as set forth in WAC 275-25-030 and that the District will not be obligated to pay any monies to the Agency if such procedures are not followed. The Agency also agrees to make its fiscal records available for audit by the District, State Auditor, and representatives of the Department of Social and Health Services.
9. The District and the Agency agree that procedures and requirements as set forth in WAC 275-25 will be followed.
10. The Agency shall submit to the District monthly reports of progress on the programs referred to in Section 2 above. The Agency shall cooperate with the District in the development of further program review procedures as may become necessary or required by the State Department of Social and Health Services or by the Snohomish County Alcoholism Administrative Board.

11. This Agreement shall cover the period from January 1, 1979 through June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly constituted and legal authorities the date set opposite the signature of each party.

Date Signed March 22, 1979

SNOHOMISH HEALTH DISTRICT

by Clariss Hyatt
Clariss Hyatt, M.D.
Health Officer

Signed pursuant to Board
of Health Resolution #79 - 5

Date Signed _____

EVERGREEN MANOR

by Jerald Hall
Title President

Attest Mary L. Huntington

A G R E E M E N T

WHEREAS, RCW 90.76A known as the "Uniform Alcoholism and Intoxication Treatment Act", provides that the Department of Social and Health Services of the State of Washington may make contracts necessary or incidental to the performance of its duties thereunder with public and private agencies, organizations and individuals to pay them for services rendered or furnished to alcoholics, persons incapacitated by alcohol or intoxicated persons, and

WHEREAS Snohomish Health District, hereinafter called the "District", has contracted with the State of Washington, Department of Social and Health Services, to receive and disburse monies to provide for comprehensive services for the treatment of alcoholics, persons incapacitated by alcohol, and intoxicated persons as set forth in RCW 70.96A.080 of the "Uniform Alcoholism and Intoxication Treatment Act", pursuant to Contract Number 1060-CGG-20076, and

WHEREAS the District also receives from Snohomish County and from the cities and towns located in Snohomish County two percent of liquor profits and taxes distributed to these municipalities in accordance with RCW 70.96.095 and RCW 70.96.096 and disburses these funds as approved in the countywide alcoholism plan and budget, and

WHEREAS the District has agreed to contract for the provision of certain services with Walnut Manor, Inc., hereinafter called the "Agency",

NOW THEREFORE, the District and the Agency agree as follows:

1. The Contract 1060-CGG-20076 (copy attached) between the State of Washington, Department of Social and Health Services and the District be and the same hereby is incorporated by reference herein as if fully set forth and it shall hereafter be referred to as the "Contract".
2. The Agency shall provide the services as set forth in the Snohomish County Alcoholism Program Plan for 1979 as developed by the Snohomish County Alcoholism Administrative Board, adopted by the Snohomish County Commissioners and approved by the Department of Social and Health Services, which are:

Alcoholism Recovery House

3. The Agency shall budget for the program set forth in Paragraph 2 hereof and shall submit invoices monthly to the District for services performed pursuant thereto.
4. Services set forth in Paragraph 2 above shall be provided directly by the Agency.
5. In consideration for the services outlined in Paragraph 2 above to be performed by the Agency, the District shall collect from the State pursuant to the Contract and pay to the Agency an amount not to exceed \$8,736.50.
6. In consideration for the services outlined in paragraph 2 above to be performed by the Agency, the District shall disburse to the Agency an amount from two percent monies not to exceed \$ none; PROVIDED the District reserves the right to adjust monies from the State Contract and the two percent monies if necessary; however, in no event will the total to be disbursed by the District to the Agency exceed \$8,736.50.
7. The District shall receive alcoholism program funds and shall pay the Agency monthly for services performed pursuant to the requirements set forth in Section 2 hereof; PROVIDED, however, The District shall not be obligated to pay the Agency in excess of funds actually received by the District, nor pay to the Agency funds in excess of funds budgeted, nor pay to the Agency funds in excess of the difference between expenditures and revenues collected from other sources.
8. It is understood that fiscal control and accounting procedures will be followed as set forth in WAC 275-25-030 and that the District will not be obligated to pay any monies to the Agency if such procedures are not followed. The Agency also agrees to make its fiscal records available for audit by the District, State Auditor, and representatives of the Department of Social and Health Services.
9. The District and the Agency agree that procedures and requirements as set forth in WAC 275-25 will be followed.
10. The Agency shall submit to the District monthly reports of progress on the programs referred to in Section 2 above. The Agency shall cooperate with the District in the development of further program review procedures as may become necessary or required by the State Department of Social and Health Services or by the Snohomish County Alcoholism Administrative Board.

11. This Agreement shall cover the period from January 1, 1979 through June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly constituted and legal authorities the date set opposite the signature of each party.

Date Signed March 22, 1979

SNOHOMISH HEALTH DISTRICT

by Clariss Hyatt, M.D.
Clariss Hyatt, M.D.
Health Officer

Signed pursuant to Board
of Health Resolution #79 - 5

Date Signed _____

WALNUT MANOR, INC.

by Jerald C. Hall
Title President

Attest Mary L. Huntington