

**PENINSULA REGIONAL SUPPORT NETWORK
STANDARD CONTRACT**

Contract Number: KC-385-09

Contractor: Peninsula Community
Mental Health Center

Amount: \$2,019,036

Contract Term: October 1, 2009 - September 30, 2011

Federal ID #: 91-0869129

Purpose: This contract is entered into for the purpose of ensuring the provision of mental health services for non-Medicaid recipients and low income individuals in Eastern Clallam County, and to ensure the provision of ongoing emergency mental health services.

This contract is made between Peninsula Community Mental Health Center (hereinafter "Contractor") and the Peninsula Regional Support Network (hereinafter "PRSN"). This notification of contract 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. The Kitsap County Department of Personnel and Human Services shall act as administrator of this contract on behalf of PRSN.

The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, and the Budget. In the event of any inconsistency in this notification of contract including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget and Work Schedule, (5) Certification Regarding Debarment, Suspension, and Other Responsibilities.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

PENINSULA REGIONAL SUPPORT NETWORK, By
KITSAP COUNTY BOARD OF COMMISSIONERS, Its Administrative Entity

Charlotte Garrido
Charlotte Garrido, Chair

Steve Bauer
Steve Bauer, Commissioner

Josh Brown
Josh Brown, Commissioner

DATE 9/28/09

ATTEST

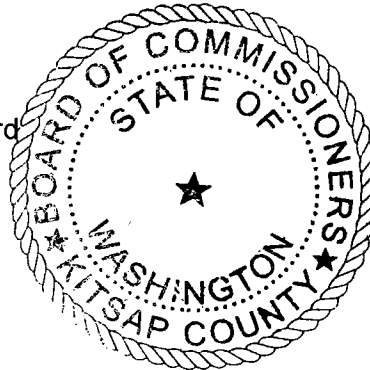
Opal Robertson
Opal Robertson, Clerk of the Board

CONTRACTOR: PENINSULA COMMUNITY MENTAL HEALTH CENTER

Name: Peter O. Casey
Title: Executive Director
I attest that I have the authority to sign this contract on behalf of Add.

Peter O. Casey
Peter O. Casey, Executive Director

Sept. 10, 2009
DATE



GENERAL AGREEMENT

SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the PRSN.
2. Contractor shall obtain written approval for assignment from the PRSN Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - o Compliance with applicable terms and conditions of this contract;
 - o Compliance with all applicable law; and.
 - o Provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
3. Contractor shall comply with applicable federal, state, local and PRSN policies, procedures and practices.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Peninsula Regional Support Network, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Peninsula Regional Support Network, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Peninsula Regional Support Network, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51

of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

F. Insurance

1. For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the PRSN. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to Kitsap County Risk Management, 614 Division Street, MS-7, Port Orchard, WA 98366.
2. The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.
3. Coverage shall include the following terms and conditions:
 - a. The policy shall be endorsed and certificate shall reflect that the PRSN and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.
 - b. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.
 - c. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the PRSN shall be excess and not contributory insurance to that provided by the Contractor.
 - d. If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
 - e. PRSN and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the PRSN; and PRSN or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.

4. The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
 - a. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
 - b. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

5. **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

6. The Contractor shall have insurance coverage and limits as follows:

a. Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

COVERAGE	LIMITS OF LIABILITY
Comprehensive General Liability Insurance	
a. Bodily Injury Liability	\$1,000,000 each occurrence
b. Property Damage Liability	\$1,000,000 each occurrence
OR	
c. Combined Bodily Injury/Property Damage Liability	\$2,000,000 aggregate
Comprehensive Automobile Liability Insurance	
a. Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
b. Property Damage Liability	\$1,000,000 each occurrence
OR	
c. Combined Single Limit Coverage of	\$2,000,000

- b. Professional Liability Insurance with limits of not less than:

Professional Liability Insurance	\$1,000,000 each
occurrence	

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

H. Documentation

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the PRSN to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by PRSN codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the PRSN and such equipment shall be so identified.
3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
4. The PRSN shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the PRSN, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by PRSN agents or employees, inspection of all records or other materials which the PRSN deems pertinent to this contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract

shall vest in the PRSN. The Contractor shall not publish any of the results of this contract work without the advance written permission of the PRSN. Such material will be delivered to the PRSN upon request.

SECTION II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the PRSN for any purpose; and the employees of the Contractor are not entitled to any of the benefits the PRSN provides for PRSN employees. It is understood that the PRSN does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, PRSN being interested only in the results obtained. However, the work contemplated herein must meet the approval of the PRSN and shall be subject to PRSN's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION III. MODIFICATION

No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION IV. TERMINATION

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

C. Funding

The PRSN may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION V. LEGAL REMEDIES

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION VI. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION VII. WAIVER

No official, officer, employee, or agent of PRSN has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the PRSN to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of PRSN to thereafter enforce each and every provision.

SECTION VIII. NOTICES

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Peter O. Casey
Executive Director
Peninsula Community
Mental Health Center
118 East 8th Street
Port Angeles, WA 98362

Anders Edgerton, PRSN Regional
Administrator
Contract Administrator
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION IX. PAYMENTS

- A. All payments to be made by Kitsap County, on behalf of the PRSN, under this agreement shall be made to: Peninsula Community Mental Health Center, City of Port Angeles, County of Clallam, State of Washington.
- B. This contract shall not exceed the amount set forth in the contract budget, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the PRSN's disallowed cost resolution process.

SECTION X. DURATION

The Contractor is authorized to commence providing services pursuant to this contract. This agreement shall terminate on September 30, 2011, unless terminated sooner as provided herein.

SECTION XI. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

