

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Jefferson County Board of Commissioners

FROM: Judy Shepherd, Finance Manager

DATE: January 16, 2024

SUBJECT: Amendment #1 to Professional Services Agreement for Discovery Behavioral Health

STATEMENT OF ISSUE: Distributor funds of the Opioid Settlement are not being facilitated by the Public Health Director.

ANALYSIS: The original Agreement stated in item #13, paragraph b, that the "Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing."

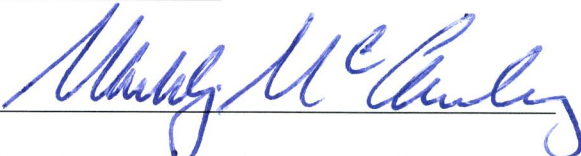
This is proposed change is as follows:

The subcontractor has been designated by the Board of County Commissioners and can only be changed by said governing body."

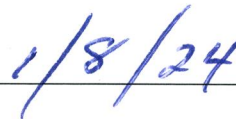
FISCAL IMPACT: None.

RECOMMENDATION: Approval of this Amendment language and responsibility change.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Discovery Behavioral Healthcare

Contract No: DBH Amend 1

Contract For: Opioid Settlement

Term: Through 2044

COUNTY DEPARTMENT: County Administrator

Contact Person: Judy Shepherd

Contact Phone: 360-385-9231

Contact email: jfshepherd@co.jefferson.wa.us

AMOUNT: NA

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # _____

Munis Org/Obj _____

PROCESS:

☐

Exempt from Bid Process

☐

Cooperative Purchase

☐

Competitive Sealed Bid

☐

Small Works Roster

☐

Vendor List Bid

☐

RFP or RFQ

☒

Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

[Signature]
Signature

1-8-24
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

[Signature]
Signature

1-8-24
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/8/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/8/2024.
Contract amendment.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**Amendment No. 1 to the Professional Services Agreement with
Discovery Behavioral Healthcare**

This Amendment No. 1 to the Agreement is made and entered into by and between the Discovery Behavioral Healthcare and Jefferson County, herein after known as the "Parties."

WHEREAS, the Parties want to amend the Agreement entered into between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to update 13. Subcontracting Requirements.
2. **Amendment.** That portion of Item 13, paragraph b. that reads "Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing." is amended to read: The subcontractor has been designated by the Board of County Commissioners and can only be changed by said governing body."
3. **No Other Change.** All other terms of the Agreement between the Parties remain unchanged, except as modified in this Amendment.

(SIGNATURES FOLLOW ON NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Heidi Eisenhour, Commissioner Date

By: _____
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

 _____
Date

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

**DISCOVERY BEHAVIORAL
HEALTHCARE**

By: _____
Jim Novelli, CEO

Date: _____

orig. 12/11/23

PROFESSIONAL SERVICES AGREEMENT WITH

Discovery Behavioral Healthcare

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("County"), and our local Community Health Center, Discovery Behavioral Health ("Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. Contractor is retained by County as the fiscal oversight agent for Opioid "Distributor" Settlement of \$896,804.78 over sixteen years.
2. Scope of Services. Contractor agrees provide fiscal oversight of said funds and provide funding to the independent Behavioral Health Consortium (BHC). The County also requires the Contractor to provide eligible use report (attached) to the County on a semi-annual basis, July (January-June), January (July-December) per the reporting requirements of the Washington State Allocation Agreement.
3. Time for Performance. This Agreement shall commence as of the date signed by all parties and continue for sixteen years through 2038. Contractor shall provide oversight and compliance reporting to the County (attached) for eligible uses provided by BHC pursuant to this Agreement as outlined in the "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State," dated August 8, 2022.
4. Payment. The County will receive funds per the "Interlocal Agreement between Clallam County, Jefferson County, Kitsap County, and Salish Behavioral Health Administration Services Organization". When funds are received, the County, within a reasonable period, will disburse funds to Contractor.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by Contractor in connection with the services rendered under this Agreement shall be the property of County whether the project for which they are made is executed or not. Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Maintenance of Records. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records,

2044 - Discovery Behavioral Healthcare

documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

8. Audit. An audit will be submitted to County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
 - a. Upon request County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If County finds indications of potential non-compliance during the monitoring process, County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
9. Indemnification. Contractor shall indemnify and hold harmless County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. Contractor specifically assumes potential liability for actions brought against County by Contractor's employees, including all other persons engaged in the performance of any work or service required of Contractor under this Agreement and, solely for the purpose of this indemnification and defense, Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation. This section shall survive the expiration or termination of this Agreement.
10. Insurance. Prior to commencing work, Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or

used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with County named as an additional insured in connection with Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management, with a limits of not less than in the amount of at least one million dollars (\$1,000,000). The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at Contractor's sole expense. Contractor agrees its obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. Contractor shall furnish County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and

its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to County. If the proof of insurance or certificate indicating County is an "additional insured" to a policy obtained by Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of Contractor to obtain the full text of that endorsement and forward that full text to County. Certificates of coverage as required by this section shall be delivered to County within fifteen (15) days of execution of this Agreement.

- g. Failure of Contractor to take out or maintain any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of County.
- h. Contractor's insurers shall have no right of recovery or subrogation against County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by County prior to the approval of this Agreement by County. At the option of County, the insurer shall reduce or eliminate deductibles or self-insured retention, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing Contractor's insurance policy or policies shall have no recourse against County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to Contractor until Contractor shall furnish additional security covering such judgment as may be determined by County.
- n. Any coverage for third party liability claims provided to County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any

policy of insurance Contractor must provide in order to comply with this Agreement.

- o. County may, upon Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to Contractor.
- p. Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to County, its officers, officials, employees, or agents.
- r. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Risk Manager by registered mail, return receipt requested.
- v. Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

11. Worker's Compensation (Industrial Insurance).

- a. If and only if Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of Contractor, Contractor shall maintain workers'

compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to County, upon request.

- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from Contractor.

12. Independent Contractor. Contractor and County agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

13. Subcontracting Requirements.

- a. Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.

- c. Any dispute arising between Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of County and without detrimental impact on Contractor's performance required by this Agreement.
14. Covenant Against Contingent Fees. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
15. Discrimination Prohibited. Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
16. No Assignment. Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
17. Non-Waiver. Waiver by County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
18. Termination.
- a. County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to Contractor.
 - b. In the event of the death of a member, partner, or officer of Contractor, or any of its supervisory personnel assigned to the project, the surviving members of Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by County. This section shall not be a bar to renegotiations of this Agreement between surviving members of Contractor and County, if County so chooses.
 - c. County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, County shall be liable for only payment for services rendered prior to the effective date of termination.

19. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:
Discovery Behavioral Healthcare
P.O. Box 565
Port Townsend, WA 98368

20. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by County within the scope of this Agreement. Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
21. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
22. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
23. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

24. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
25. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
26. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
27. Survival. Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.
28. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
29. No Assignment. Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of County.
30. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
31. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
32. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
33. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
34. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
35. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records

Act, Chapter 42.56 RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: [Signature] 12/11/23
Greg Brotherton, Chair Date

By: [Signature] 12/11/23
Kate Dean, Commissioner Date

By: [Signature] 12/11/23
Heidi Eisenhour, Commissioner Date

SEAL:



ATTEST:

[Signature] 12/11/23
Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

[Signature] December 7, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

CONTRACTOR

Discovery Behavioral Healthcare

By: [Signature]
Signature

Name: Jim Novelli

Title: CEO

Date: 12/15/2023

Discovery Behavioural Health Quarterly Reporting - Opioid "Distributor" Settlement Funds

Semi-Annual Period:

Eligible Uses	Expenditures for Period
A1-A14: Treatment Opioid Use Disorder	\$ -
B1-B15: Support People in Treatment and Recovery	\$ -
C1-C16: Connect People who Need Help to the Help they Need (Connections to Care)	\$ -
D1-D7: Address the Needs of Criminal Justice Involved Persons	\$ -
E1-E10: Address the Needs of Pregnant or Parenting Women and their Families, including Babies with Neonatal Abstinence Syndrome	\$ -
F1-F8: Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids	\$ -
G1-G12: Prevent Misuse of Opioids	\$ -
H1-H13: Prevent Overdose Deaths and Other Harms (Harm Reduction)	\$ -
I1-I2: First Responders	\$ -
J1-J4: Leadership, Planning and Coordination	\$ -
K1-K2: Training	\$ -
L1-L9: Research	\$ -
TOTAL	\$ -

Brief Summary of Activities, Challenges and/or Observations

I certify that the information provided in this report is true based on the best of my knowledge and review of the eligible use of funds.

Signature, Title, Date

Return to:

Judy Shepherd, Jefferson County Finance Manager

jfshepherd@co.jefferson.wa.us

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Jefferson County Board of Commissioners

FROM: Judy Shepherd, Finance Manager

DATE: December 11, 2023

SUBJECT: Professional Services Agreement for Discovery Behavioral Healthcare

STATEMENT OF ISSUE: Jefferson County was awarded Opioid "Distributor" Settlement funds totaling \$896,804.78 to be received over the period of sixteen years. The Board of County Commissioners dedicated this funding to the independent Behavioral Health Consortium (BHC), with the fiscal oversight by our local Community Mental Health Center, Discovery Behavioral Healthcare (DBH).

ANALYSIS: The County will receive funds per the "Interlocal Agreement between Clallam County, Jefferson County, Kitsap County, and Salish Behavioral Health Administration Services Organization."

FISCAL IMPACT: When funds are received by the County, within a reasonable period, the County will disburse funds to DBH. DBH will in turn provide quarterly reporting to the County on the use of the funds by BHC.

RECOMMENDATION: Approval of this agreement so that funds can be disbursed when received.

REVIEWED BY:


Mark McCauley, County Administrator

12/7/23
Date

SCANNED

12/06/23

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: DISCOVERY BEHAVIORAL HEALTHCARE

Contract No: DBH 121123 UPDATED

Contract For: FISCAL OVERSIGHT FOR OPIOID "DISTRIBUTOR" SETTLEMENT Term: 2022-2038

COUNTY DEPARTMENT: COUNTY ADMINISTRATOR

Contact Person: JUDY SHEPHERD

Contact Phone: 360 385-9231

Contact email: JFSHEPHERD@CO.JEFFERSON.WA.US

AMOUNT: PASS-THROUGH OF FUNDS ONLY

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund #: _____

Munis Org/Obj: _____

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Carolyn Gallaway
Signature

12/6/23

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Carolyn Gallaway
Signature

12/6/23

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/7/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 12/7/2023.

Normally, pursuant to JCC 3.55.040 the County does not do contracts for more than 5 years. However, JCC 3.55.040 authorizes the Board of County Commissioners to approve contracts for more than 5 years. The risk is low here, because the County can terminate the agreement on 10-days notice.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL