INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of ~~September~~ October, 2012, by and between KITTITAS COUNTY, a subdivision of the State of Washington, hereinafter referred to as the "COUNTY" and Central Washington Comprehensive Mental Health, herein after referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, the COUNTY desires to have certain services and or tasks performed as set forth below and/or described in the Statement of the Work, attached hereto and incorporated by reference as Exhibit "A" requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform these services and/ or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. Scope of Services.
The Scope of Services is described in the Statement of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

II. Term.
The project shall begin on July 1, 2011 and shall be completed no later than June 30, 2013, unless sooner terminated according to the provisions herein.

III. Compensation And Method Of Payment.
Payment and contract amount provisions are provided for in the Statement of Work and its attached exhibits.

IV. Reports And Inspections.
The SERVICE PROVIDER at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such statements, records, reports, data, and information as the COUNTY may request pertaining to matters covered by this Agreement.

V. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship between the

SERVICE PROVIDER and the COUNTY will be created by this Agreement. The COUNTY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the SERIVCE PROVIDER are not entitled to any of the benefits the COUNTY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub-contractors, or representatives during the performance of this Agreement.

5.2 In the performance of these services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion thereof.

5.3 To the extent that the SERVICE PROVIDER is obligated by any statute or regulation, whether Federal or State, or any other contractual obligation relevant to the performance of the services to be provided, such obligations are within the Scope of Services as described in Section I of this contract, above, and the Hold Harmless / Indemnification provisions of Section VI, below.

VI. Hold Harmless/Indemnification.

6.1 SERVICE PROVIDER shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

6.2 No liability shall attach to the COUNTY by reason of entering into this Agreement except as expressly provided herein.

VII. Insurance.

7. 1 The SERVICE PROVIDER shall secure and maintain in effect at all times during performance of the Work such insurance as will protect SERVICE PROVIDER, its Support (meaning: SERVICE PROVIDER'S directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, SERVICE PROVIDER or any SERVICE PROVIDER'S sub-Contractors of any tier in connection

with or incident to the performance of the Work or this Agreement) and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by SERVICE PROVIDER or any of its Support.

7.2 All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

7.3 SERVICE PROVIDER shall provide proof of insurance for:

A) Commercial General Liability Insurance.

- Coverage limits not less than:
  - $3,000,000 per occurrence per project
  - $5,000,000 general aggregate
  - $1,000,000 products & completed operations aggregate
  - $1,000,000 personal and advertising injury, each offense
- Certificate Holder – Kittitas County
- The Certificate must name the County as additional insured as defined in the Agreement
- Thirty (30) days written notice to the County of cancellation of the insurance policy.

B) Stop Gap/Employers Liability.

- Coverage limits not less than:
  - $1,000,000 each accident
  - $1,000,000 disease – policy limit
  - $1,000,000 disease – each employee
- Thirty (30) days written notice to the County of cancellation of the insurance policy.

C) Commercial Automobile Liability Insurance.

- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
- Coverage limits not less than:
  - $1,000,000 combined single limit
- Thirty (30) days written notice to the County of cancellation of the insurance policy.

D) Excess or Umbrella Liability.

- SERVICE PROVIDER shall provide Excess or Umbrella Liability coverage at limits of $5,000,000 per occurrence and annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage.
- This requirement may be satisfied instead through the SERVICE PROVIDER'S primary Commercial General and Automobile Liability coverage, or any combination thereof.

E) Workers' Compensation.

- Workers' Compensation in amounts required by law.

7.4 The SERVICE PROVIDER shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. SERVICE PROVIDER'S insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

7.5 The SERVICE PROVIDER shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, SERVICE PROVIDER'S employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the SERVICE PROVIDER, or the SERVICE PROVIDER'S agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences. NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

VIII. Compliance With Law.

8.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

8.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

IX. Non Discrimination.

9.1 The COUNTY is an equal opportunity employer.

9.2 Non-Discrimination in employment. In the performance of this Agreement

the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, 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 transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

9.3 Non-Discrimination in services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

9.4 If any assignment and/ or sub-contracting has been authorized by the COUNTY, said assignment or sub-contract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as made be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

X. Assignment/Sub-contracting.

10.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The COUNTY reserves the right to reject without cause any such Agreement.

10.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/ or federal statutes, ordinances and guidelines.

10.3 Any technical/professional service sub-contract not listed in this Agreement, must have express advance approval by the COUNTY.

XI. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

XII. Termination.

12.1 Termination for convenience. The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least sixty (60) days written notice to the SERVICE PROVIDER.

12.2 Termination for cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause by thereafter giving sixty (60) days written notice of termination to the SERVICE PROVIDER pursuant to Paragraph 12.1 hereof. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

XIII. Notice.

13.1 Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XIV. Attorneys Fees And Costs.

If any legal proceeding is brought for the enforcement of this Agreement or because of a dispute, breech, default, or misrepresentation in connection with any of the provisions of this Agreement the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys fees and other costs incurred in that action or proceeding.

XV. Jurisdiction And Venue.

15.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

15.2 Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Kittitas County, Washington.

XVI. Future Non-Allocation of Funds

16.1 If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

XVII. Severability.

17.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

17.2 If it should appear that any provision hereof is in conflict with any statutory provision in the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void in so far as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

XVIII. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XIX. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breech of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

COUNTY: KITTITAS COUNTY
205 W. 5th Ave., Ste. 108
Ellensburg, W A 98926

SERVICE PROVIDER: Central Washington Comprehensive Mental Health
P.O. Box 959
Yakima, WA 98907

ABSENT

Chairman - BOCC

Rick Weaver, President/CEO

Vice Chair – BOCC

Commissioner – BOCC

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

ATTEST:

Clerk

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

EXHIBIT "A"

Statement of Work
Mental Health Services

Term: July 1, 2011 through June 30, 2013 unless terminated by either party as described below.

Intent: The Kittitas County Commission (the "County") and Central Washington Comprehensive Mental Health ("CWCMH") intend to operate a high quality mental health program for the benefit of the citizens of Kittitas County. The operation of this program shall be in keeping with all applicable statutes and related administrative codes including but not limited to: RCW 71.05, RCW 71.24, RCW 71.34, WAC 388-861 and WAC 388-862.

In an effort to maximize the resources available to direct consumer services, the County desires that CWCMH assume the role of delivering and coordinating mental health services to the extent prudent considering the needs of the citizens of Kittitas County, effective quality control, and Kittitas County Commissioner oversight responsibilities.

CWCMH will:

1. Contract with Greater Columbia Behavioral Health (GCBH) to provide mental health services in Kittitas County as set forth in the Regional Support Network Pre-Paid Health Plan Agreement, the State Mental Health Contract and the Federal Block Grant Contract.

2. Maintain all necessary licenses to carry out the duties of this agreement. Specifically CWCMH agrees to provide services within the terms of RCW 71.05 and RCW 71.24, WAC 388-861 and WAC 388-862.

3. Utilize County Property Tax Millage to support the operation of the mental health involuntary treatment and crisis outreach services in Kittitas County and the mental health program coordination duties described in this statement of work.

4. Provide mental health program coordination duties including:
    - Support to the County's Mental Health Development Disabilities Board and attendance at its meetings;
    - Assistance in the development and review of a county mental health strategic plan and funding priority plan;
    - Attendance at GCBH committee and special meetings;
    - Attendance at other meetings of appropriate organizations;
    - Subcontracting with other providers as agreed with the County;
    - Resource management that as a minimum insures that services provided are sufficient and are predicated on the individual needs of that person with respect to the person's age, culture, language and abilities;

- and other duties as may be agreed upon in writing with the County.

5. Within available resources, deliver mental health services in accordance with the County's mental health strategic plan and funding priorities.

6. Bill Kittitas County, in a manner prescribed by the County Auditor, for the County Property Tax Millage dedicated to mental health services.

7. Provide regular reports to the County and to the County's Mental Health Development Disabilities Board on mental health issues arising at the local, regional, state and national level. In addition CWCMH will provide the County and the County's Mental Health Development Disabilities Board with required mental health audit reports, corrective action plans and similar documents for review in a timely manner following their receipt by CWCMH.

8. Conduct financial audits meeting the standards of the Government Accounting Standards Board not less than once per year, and provide copies of such audits to the County within seven (7) days of receipt from the entity conducting the audit.

Kittitas County will:

1. Notify the GCBH, Washington State Mental Health Division and other appropriate governmental entities of its intention to have CWCMH serve as the contractor to GCBH for provision of the County mental health program and direct that such organization send simultaneous copies of all communications with the County to CWCMH regarding current issues, procedures and related issues.

2. Notify CWCMH of any current County Property Tax Millage amounts held at the County and available for the support of the Kittitas County mental health program. No less than annually notify CWCMH of the amount of County Property Tax Millage available to be used to support the Kittitas County Mental Health Program.

3. Designate CWCMH as Kittitas County Designated Mental Health Professional.

Both Parties will:

1. Provide a minimum of sixty (60) days notice of intent to terminate this agreement so as to insure a clinically appropriate shutdown or transfer of consumer care.

2. Provide any notice in writing and deliver notices to:

For Kittitas County

Board of County Commissioners
Kittitas County Courthouse
205 West 5th Avenue, Suite 108, Ellensburg, WA 98926

For CWCMH

Rick Weaver, CEO and President
Central Washington Comprehensive Mental Health
P.O. 959
Yakima, WA 98907

Local Contact Person:

Harry Kramer, Vice President
Central Washington Comprehensive Mental Health
220 West 4th
Ellensburg, Washington 98926

3. Maintain ongoing communication regarding the state of the mental health program in Kittitas County.