

**HDC.293  
INTERLOCAL AGREEMENT  
BETWEEN  
CLARK COUNTY (hereinafter referred to as County)  
AND  
CLALLAM COUNTY  
(hereinafter referred to as Contractor)**

---

**WHEREAS, THIS AGREEMENT** is made and entered into by and between County and Contractor to provide HIV/AIDS case management services in Clallam County and Jefferson County for the period 04/01/09 to 03/31/10. This Agreement is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SERVICES AND COMPENSATION**

In consideration of COUNTY's reimbursements of not more than \$54,780 (for the contract period) to be made to Contractor, and Contractor's agreement to the terms and conditions of this Agreement, Contractor provide HIV/AIDS Case Management and other related support services to clients in Clallam County and Jefferson County, to wit:

- 1. Services
  - a. Case Management Services

Contractor shall provide HIV/AIDS Medical Case Management services for at least 40 face-to-face encounters and 250 other contacts for at least 35 unduplicated persons per contract period. Services shall be provided to any person diagnosed with HIV/AIDS who resides in the Region 6 AIDSNet service area. The goal of HIV/AIDS Medical Case Management is to help individuals living with HIV to access primary medical care and medications, identify and remove barriers to medical care, and ensure adherence to a prescribed treatment plan. This service shall be conducted in accordance with the Ryan White HIV/AIDS Treatment Modernization Act's (RWHATMA) service standards and the Case Management Standards for the State of Washington.

- i. Primary service activities for Medical Case Management include assistance and support with applying, accessing, and adhering to core medical services, including:
  - 1. Entitlement programs such as Medicare, Medicaid, Veteran's Administration
  - 2. HIV medical management services: Early Intervention Program (EIP), Evergreen Health Insurance Program (EHIP)
  - 3. Primary medical care, including medications, oral health care, home health care services, medical nutritional services, mental health services, and substance abuse treatment.
- ii. Secondary service activities for Medical Case Management include assistance with applying and accessing support services including:
  - 1. Housing Assistance
  - 2. Medical Transportation
  - 3. Food and Meal Programs
  - 4. Linguistic Services

5. HIV-related legal services, and/or referrals for other health care and support services.

b. Transportation Services

Contractor shall provide persons who qualify medical transportation vouchers as needed. Contractor shall not exceed 64 vouchers at \$25.00 per voucher.

c. Housing Services

1. The provision of short-term or emergency financial assistance to support temporary and/or transition housing to enable an individual or family to gain and/or maintain access to medical care. And/Or Contractor shall provide housing-related referral services defined as:
2. Connecting clients with individual services and programs provided by professionals who possess an extensive knowledge of local, state, and federal housing programs and how they can be accessed, including; assessment, search, placement, and fees associated with them.
3. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential mental health services, foster care or assisted living residential services.
4. All housing must be linked to medical and/or health-care services or be certified as essential to a client's ability to gain and or maintain access to HIV-related medical care or treatment.
5. Funds cannot be used to pay mortgage payments.
6. All persons who are diagnosed with HIV/AIDS in Region 6 AIDSNet are eligible for this assistance, with a referral from an authorized Medical Case Manager in Region 6 AIDSNet.
7. Documentation of need for housing to gain or maintain HIV medical care or treatment and a written plan for obtaining permanent housing is required in the client's file.
8. Report to county monthly the number of clients who receive housing services and/or housing related referral services.

2. Time

The contract shall commence April 1, 2009 and shall terminate March 31, 2010, unless extended by the mutual written consent of both parties.

3. Compensation

County shall pay the Contractor for performing said services so long as there is funding available, upon receipt of a written invoice. Fees paid Contractor shall be actual monthly expenditures plus 10% administration fee and shall not exceed:

Case Management Services: \$50,680.00  
Housing Services \$2,500.00.

Medical Transportation Services \$1,600.00.

Total contract shall not exceed \$54,780.00 without the prior written consent of both parties. Payment for costs due and payable under this agreement must be submitted to County by April 30, 2010.

Referral notification and invoices shall be routed to:

Case Management  
Clark County Public Health  
PO Box 9825  
Vancouver WA 98666-8825

## **2. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **3. CONFIDENTIALITY**

Contractor and County agree to comply with HIPPA requirements when sharing protected health information as stated in Exhibit A, "Business Associate Agreement".

## **4. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **5. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **6. TERMINATION**

### **6.1 Voluntary Termination**

Each party may provide the other party with written notice of its intent to terminate this agreement no later than 30 days prior to the effective date of termination. If this Agreement

is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **6.2 Involuntary Termination for Cause**

If Contractor fails to fully perform in a timely and proper manner under this Agreement, COUNTY shall give Contractor written notice of such failure. Such written notice will include notice of termination if the failure to perform is not cured within 30 calendar days. The effective date of termination shall be retroactive to the date of such non or partial performance. Any partial payment made by Contractor for the month of termination shall be refunded to COUNTY by Contractor.

COUNTY reserves the right to recover from Contractor any expenses incurred by COUNTY as a result of Contractor's nonperformance. This reimbursable expense shall be in addition to any other provision of this Agreement.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **8. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state law and federal statutes and rules;
- b. County laws, procedures and policies;
- c. Statement of work; and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

## **9. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **10. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **12. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed to by the parties, including "Attachment A". No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

## **13. CERTIFICATIONS AND ASSURANCES**

Contractor shall assure services are provided in compliance with the certifications and assurances outlined in Certifications and Assurances attached hereto and incorporated herein as Exhibit B.

## **14. AMERICANS WITH DISABILITIES ACT**

Contractor shall assure services are provided in compliance with Section 504 of the American with Disabilities Act and shall certify compliance and corrective action as required and described herein and attached hereto as Exhibit C. All documentation shall be due to County within 30 days of the commencement of the agreement.

## **15. SPECIAL REQUIREMENTS**

Contractor shall assure that services are provided in compliance with the requirements set forth and attached herein as Exhibit E "Special Requirements".

## **16. CONTRACT MANAGEMENT**

The extent and character of all work and services to be performed under this Agreement by the Agency shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:	David Heal
Title:	Program Manager
Department:	Clark County Public Health
Address:	PO Box 9825 Vancouver WA 98666-8825
Telephone:	360.397.8086
E-mail:	

Contact information: Clallam County

Name:	Christina Hurst
Title:	Program Manager
Department:	Health & Human Services
Address:	223 East 4 <sup>th</sup> Street; Suite #14
Telephone:	360-417-2364
E-mail:	churst@co.clallam.wa.us

## **17. INDEMNIFICATION**

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims, which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

## **18. LIABILITY**

(a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

(b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this agreement shall be the responsibility of the County and not the responsibility of the Contractor if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (County) or employees, respectively, as provided by statute or court decisions.

(c) In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the LHJ and the County in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the LHJ and the County to the extent of each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the LHJ, the State, its agencies (the County) or their employees, respectively, as provided by statute or court decisions.