



Agenda Sheet for City Council Meeting of:
09/21/2020

Date Rec'd	9/9/2020
Clerk's File #	OPR 2020-0702
Renews #	
Cross Ref #	ORD C35942
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 5096254056
Contact E-Mail	JHAMMOND@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-POLICE-INTERLOCAL WITH SPOKANE COUNTY BEHAVIOR HEALTH UNIT

Agenda Wording

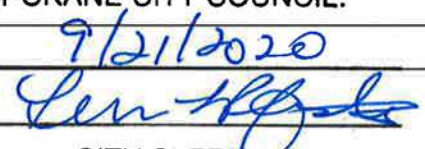
Interlocal with Spokane County for the management of the Frontier Behavior Health contract related to the WASPC grant and Sub Recipient contract for the year 2020-2021.

Summary (Background)

A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The management of the behavioral health contract will be kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes. Approval of this contract allows for the fiscal management through SCSO and the terms of the arrangement between the agencies.

Fiscal Impact	Grant related? YES	Budget Account
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	HAMMOND, JENNIFER	Study Session\Other	6/29/2020
Division Director	HAMMOND, JENNIFER	Council Sponsor	Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	ODLE, MARI	emccowan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	spdfinance	
Additional Approvals		kgrytdal@spokanecounty.org	
Purchasing		jhammond	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	APPROVED BY SPOKANE CITY COUNCIL: 9/21/2020  CITY CLERK	

Briefing Paper

Urban Experience Committee

Division & Department:	Spokane Police Department
Subject:	Behavioral Health Unit-Grant Award-2020-2021
Date:	June 29, 2020
Contact (email & phone):	Jennifer Hammond-625-4056
City Council Sponsor:	None
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Supports Comprehensive Plan CFU 1.9
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the Spokane Police Department's grant award for the Behavioral Health Unit Yr 2020-2021
Background/History:	
<p>Washington Association of Police Chief's (WASPC) in collaboration with the Spokane County Sheriff's awarded the Spokane Police Department (SPD) \$178,423 for the term of July 1, 2020-June 30, 2021.</p> <p>A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The SPD only funds will be allocated to support a Sergeant and travel and training, and the remaining funds will go to Spokane County for officer staff and a contract for Behavioral Health Services. The contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management. Four Mental Health Service employees will be supported at a cost of \$341,904 with that contract.</p> <p>The total grant was written and approved for \$698,750 for purposes of continuing the funding of the regional collaboration.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • Approval for grant award for \$178,423 and related SBO. • Total Grant-\$698,750: City-\$178,423 & County-\$520,327 • Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans This funding helps to support capital requirements without negative impact on staffing or service. 	
Budget Impact:	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)No match requirement</p>	
Operations Impact:	
<p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/9/2020

Type of expenditure: Goods Services

Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: 178,423

Funding Source: Grant Funding

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is grant funding-form not required.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SPOKANE COUNTY, CITY OF SPOKANE AND
FRONTIER BEHAVIORAL HEALTH
IN CONJUNCTION WITH THE**


MENTAL HEALTH FIELD RESPONSE TEAM FY20 GRANT PROGRAM

1. MOU Grantee City of Spokane Spokane Police Department, Police Business Services Jennifer Isaacson, Director Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jisaacson@spokanepolice.org		2. MOU Grantee Frontier Behavioral Health Jan Tokumoto, Chief Operating Officer 107 South Division Spokane, WA 99202 (509) 363-2778 jtokumoto@fbhwa.org	
3. County's Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		4. Frontier Behavioral Health Tax ID: 91-0853801	
5. Original Grant ID# MHFRT-2020-001-006		6. Start Date 07/01/20	7. End Date 06/30/21
8. Funding Authority: Washington Association of Sheriffs and Police Chiefs			
9. Federal Funds (as applicable) N/A	10. CFDA # N/A	11. Federal Agency: N/A	
12. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		13. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
14. Grant Purpose: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.			
15. The COUNTY, the CITY and FRONTIER BEHAVIORAL HEALTH as identified above, acknowledge and accept the terms of this MOU and attachments and have executed this MOU the date below to start as of the date and year referenced above. The rights and obligations of all parties to the MOU are governed by their agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.			

FOR THE GRANTEE: <i>Nadine Woodward</i> <i>10/20/2020</i> Signature Date <i>Nadine Woodward</i> Name <i>Mayor</i> Title	FOR THE GRANTEE: Signature Date Name

FOR THE COUNTY: Signature Date Name Title	
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(FACE SHEET)

FOR THE GRANTEE:		FOR THE GRANTEE:	
<i>Nadine Woodward</i>	<i>10/20/2020</i>		<i>10/25/2020</i>
Signature	Date	Signature	Date
<i>Nadine Woodward</i>		<i>Jeff Thomas</i>	
Name		Name	
<i>Mayor</i>		<i>CEO</i>	
Title			

FOR THE COUNTY:			
<i>Al French</i>	<i>12.15.2020</i>		
Signature	Date		
<i>Al French</i>			
Name			
<i>Chair</i>			
Title			

(FACE SHEET)



OPR 2020-0702

Attest:


City Clerk

Approved as to form:


Assistant City Attorney



WITNESSETH:

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is between SPOKANE COUNTY ("COUNTY") a political subdivision of the State of Washington having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE ("CITY") a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and FRONTIER BEHAVIORAL HEALTH (FBH), a Washington State Nonprofit Corporation, having offices for the transaction of business at 107 South Division Street, Spokane, Washington 99202, jointly referred to as the PARTIES.

WHEREAS, on July 7, 2020, the SPOKANE COUNTY Board of County Commissioners accepted grant funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to support a Spokane Regional Mental Health Field Response Team Project. The CITY and FBH were identified in SPOKANE COUNTY's grant application to WASPC as program partners and subrecipients of the WASPC grant funding. A copy of the contract between WASPC and SPOKANE COUNTY is attached hereto and incorporated by reference herein; and

WHEREAS, the goal of the Spokane Regional Mental Health Field Response Team is to direct individuals to community resources and divert such individuals away from the criminal justice system and toward systems and programs better designed to treat individuals' needs; and

WHEREAS, pursuant to the requirements of the grant, the PARTIES are desirous of reducing to writing their understanding as to the each of the PARTIES duties and responsibilities under the terms of the grant; and

WHEREAS, the PARTIES find that the performance of this MOU is in the best interests of the parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE OF MOU

The purpose of this MOU is to set forth and implement the duties and responsibilities of each PARTY to the coordinated regional mental health response team. Each PARTY shall provide those services as set forth in the Scope of Work attached hereto as Attachment "A". This MOU sets forth only the allocation of funding for FBH. The terms and conditions of this MOU shall primarily be focused on those pertaining to FBH. Duties and responsibilities of the CITY shall be referenced in this MOU only when those pertain to the overall functions of the regional mental health response team. The allocation of funding to the CITY, along with additional duties and responsibilities to the regional mental health response team is set forth in a separate agreement between the CITY and the COUNTY.

SECTION NO. 2: TERM

The MOU shall be effective July 1, 2020 and run through June 30, 2021 unless terminated earlier by the PARTIES.

SECTION NO. 3: COMPENSATION

The COUNTY shall reimburse FBH an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". FBH's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. The WASPC grant funds charged and distributed under the terms of this MOU shall:

- Be only those necessary for proper and efficient administration of the WASPC grant;
- Be only those allowable under the principles and standards of WASPC;
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines;
- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section No. 2 of this MOU, and
- Be adequately supported by documentation.

Invoices must be submitted with appropriate supporting documentation, including timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. **Requests for reimbursement by FBH shall be made monthly by the 10th of the month proceeding the month of the expense. June's reimbursement request must be received no later than July 10, 2021, to be allowable under this MOU. Failure to do so, may result in the COUNTY's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

Requests for reimbursement shall be submitted to:

Celia, Peterson
Senior Accountant and Budget Coordinator
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FBH. No payments in advance of or in anticipation of goods or services to be provided under the MOU shall be made by the COUNTY.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by the MOU.

FBH, nor any agent, employee, consultant, subcontractor, agency or otherwise of FBH shall be deemed to be an employee, agent, consultant, subcontractor, agency or otherwise of the COUNTY for any purpose nor shall they identify or hold themselves out as the same. Likewise, neither the COUNTY nor any agent, employee, consultant, subcontractor, agency or otherwise of the COUNTY shall be deemed to be an agent, employee, consultant, subcontractor, agency or otherwise of FBH for any purpose, nor shall they identify or hold themselves out as the same. FBH nor any agent, employee, consultant subcontractor, or agency of FBH is entitled to any of the benefits that the COUNTY provides for COUNTY employees, including, but not limited to, health insurance, sick leave, PTO, vacation, pension, longevity, disability leave or any other benefit provided.

All PARTIES to this MOU will be solely and entirely responsible for its acts and the acts of its agents, employees, consultants, subcontractors, agencies, or otherwise, during the performance of this Agreement.

All PARTIES shall be responsible for paying shall be solely responsible for paying any and all taxes associated with services provided by the PARTIES, including but not limited to income and social security taxes.

SECTION NO. 5: VENUE STIPULATION

The MOU has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the MOU or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

All PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of the MOU, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793;

Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations:

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

SECTION NO. 7: NON-DISCRIMINATION

All PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services set forth in Attachment “A” and in which FBH will receive payment under the provisions of this MOU.

SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

All PARTIES must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 9: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure access to the services set forth in Attachment "A" the PARTIES shall take reasonable steps to ensure that LEP persons have meaningful access to the program. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary.

SECTION NO. 10: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this MOU, all PARTIES shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of one of the PARTY'S noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this MOU may be rescinded, canceled or terminated in whole or in part, as to the noncompliant PARTY and that PARTY may be declared ineligible for further agreements with the COUNTY. The noncompliant PARTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this MOU.

SECTION NO. 11: MOU REPRESENTATIVES

The COUNTY hereby appoints and FBH hereby accepts the COUNTY's representative or his/her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering the MOU. This CITY hereby appoints and FBH and the COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering the MOU. FBH hereby appoints and the CITY and the COUNTY hereby accepts FBH's representative or his/her designee as identified on the FACE SHEET as FBH's liaison for the purpose of administering the MOU.

SECTION NO. 12: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY, the CITY and/or FBH at the addresses set forth on the FACE SHEET for such PARTY, or at such other address as the PARTY shall from time-to-time designate by notice in writing to all other PARTIES.

SECTION NO. 13: HEADINGS

The Section headings in this MOU have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 14: MODIFICATION

No modification or amendment of this MOU shall be valid until the same is reduced to writing and executed with the same formalities as this present MOU.

SECTION NO. 15: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this MOU. No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this MOU or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this MOU, or to require at any time performance by the CITY and/or FBH of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this MOU of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 16: INDEMNIFICATION

To the fullest extent permitted by law, FBH shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

FBH's obligation to indemnify, defend and hold harmless includes any claim by the CITY's and/or FBH's agents, employees, representatives or any subgrantee/subcontractor or its employees.

FBH expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to FBH's or any subgrantee's/subcontractor's performance or failure to perform under this MOU. FBH's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless FBH, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FBH if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole

negligence of FBH.

The COUNTY and FBH agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY, or FBH employees or agents while performing work authorized under this MOU. For this purpose, the COUNTY and FBH, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this MOU.

No officer or employee of FBH or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto. The PARTIES have read and understands all of this MOU and now state that no representation, promise or condition not expressed in this MOU has been made to induce the PARTIES to execute the same.

SECTION NO. 18: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this MOU are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the MOU. If it should appear that any part, term or provision of this MOU is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this MOU shall be deemed modify to conform to such statutory provision.

SECTION NO. 19: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this MOU.

SECTION NO. 20: COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 21: DISPUTE RESOLUTION

Except as otherwise provided in this MOU, when a bona fide dispute arises between the PARTIES and it cannot be resolved through discussion and negotiation, either the CITY and/or FBH may request a dispute resolution panel with the COUNTY to resolve the dispute. For the purpose of this MOU, disputes shall **not** include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this MOU, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the MOU and 3) violation of any laws or regulations that renders either the CITY and/or FBH unable to perform any aspect of the MOU. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the CITY and/or FBH and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 22: NO THIRD-PARTY BENEFICIARIES

Nothing in this MOU is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 23: SURVIVAL

Any Sections of this MOU which, by their sense and context, are intended to survive shall survive the termination of this MOU.

SECTION NO. 24: INSURANCE

FBH shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the MOU. The insurance requirements needed by the CITY will be dealt with in the separate agreement addressing the additional duties and responsibilities and funding award. The following is a list of the required MOU coverage requirements:

GENERAL LIABILITY INSURANCE: FBH shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity

specifically required by the provisions of this MOU will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To the "MEMORANDUM OF UNDERSTANDING BETWEEN SPOKANE COUNTY, THE CITY OF SPOKANE AND FRONTIER BEHAVIORAL HEALTH IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY20 GRANT PROGRAM".

WORKERS COMPENSATION: If FBH has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FBH's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: FBH shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to FBH's insurance policies that may restrict coverage required in the MOU's insurance requirements must be pre-approved by the Spokane County Risk Management Department. FBH's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FBH and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the FBH's general liability policy with respect to activities under the MOU. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

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 the COUNTY shall be excess and not contributory insurance to that provided by FBH.

Failure of FBH to fully comply with the insurance requirements set forth herein, during the term of the MOU, shall be considered a material breach of contract and cause for immediate termination of the MOU at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FBH from liability in excess of such amounts.

SECTION NO. 25: AUDIT

The audit requirements needed by the CITY will be dealt with in the separate agreement addressing the additional duties and responsibilities and funding award.

A. General Requirements

FBH shall procure audit services based on the following guidelines:

FBH shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

FBH is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The COUNTY reserves the right to recover from FBH all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. FBH must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

FBH, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. As this funding is state funds, this funding which is paid under this MOU must be included in a Schedule of State Financial Assistance. The required schedules include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

Audits of non-profit organizations are to be conducted by a certified public accountant selected by FBH in accordance with 2 CFR Part 200.

FBH shall include the above audit requirements in any subcontracts.

In any case, FBH’s financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

C. Documentation Requirements

FBH must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to COUNTY representative identified in Section No. 3 COMPENSATION.

In addition to sending a copy of the audit, when applicable, FBH must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COUNTY.
- Copy of the Management Letter.

SECTION NO. 26: SUBCONTRACTORS

FBH shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this MOU. All subcontractors employed or used by FBH to provide the services under the terms of this MOU agree to comply with all applicable sections of this MOU. FBH shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 27: ASSIGNMENT

Neither this MOU, nor any claim arising under this MOU, shall be transferred or assigned by the FBH without prior written consent of the COUNTY.

SECTION NO. 28: ATTORNEYS' FEES

Unless expressly permitted under another provision of the MOU, in the event of litigation or other action brought to enforce the terms of the MOU, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 29: RECORDS MAINTENANCE

FBH shall maintain all books, records, documents, data and other evidence relating to this MOU and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. FBH shall retain such records for a period of six years following the date of final payment.

At no additional cost, FBH shall make available to the COUNTY, Washington State Auditor, and/or the Washington Association of Sheriffs and Police Chiefs, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. FBH shall provide access to its facilities for this purpose.

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 finally resolved.

SECTION NO. 30: LOSS OF FUNDING

In the event funding from the Washington Association of Sheriffs and Police Chiefs, which is the source of funding for the COUNTY supporting this MOU is withdrawn, reduced, or limited in any way after the effective date of this MOU, and prior to normal completion, the COUNTY may

terminate the MOU under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the MOU may be amended to reflect the new funding limitations and conditions.

SECTION NO. 31: NON-SUPPLANTING

FBH shall not use the funding specified by this MOU to supplant local, federal or other state funds. FBH shall not use these funds to replace funding which would otherwise be made available to FBH had the state funds provided by this MOU not been provided.

SECTION NO. 32: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY and/or FBH by the COUNTY that is designated as "confidential" by the COUNTY;
- B. All material produced by the CITY and/or FBH that is designated as "confidential" by the COUNTY; and
- C. All personal information in the possession of the CITY and/or FBH that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY and FBH shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY and FBH agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY and FBH shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY and FBH shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY and FBH shall provide COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Grant whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY and FBH shall make the changes within the time period specified by COUNTY. Upon request, the CITY and FBH shall immediately return to COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY and/or FBH against unauthorized disclosure.

Unauthorized Use or Disclosure: The CITY and/or FBH shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 33: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this MOU shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this MOU or any other approval or concurrence under this MOU. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 34: REPORTING

FBH shall provide a monthly report to the Spokane County Sheriff's Office in accordance with the established format of the Washington Association of Sheriffs and Police Chiefs regarding the work performed regarding the Spokane County Mental Health Field Response Team Program. The reports shall be submitted no later than the 5th of each monthly reporting on the previous monthly activities. Failure to submit the reports in a timely manner may result in the termination of this MOU. These reports should be submitted to:

Jim Gladden
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
jgladden@spokanesherriff.org

SECTION NO. 35: POLITICAL ACTIVITIES

Political activity of FBH employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this MOU for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 36: PUBLICITY

FBH agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

SECTION NO. 37: TAXES

All payment accrued on account of payroll taxes, unemployment contributions, FBH's income or gross receipts, any other taxes, insurance or expenses for FBH or its staff shall be the sole responsibility of FBH.

SECTION NO. 38: LICENSING, ACCREDITATION, AND REGISTRATION

FBH shall comply with all applicable local, state, and federal licensing, accreditation and

registration requirements or standards necessary for the performance of this Grant.

SECTION NO. 39: TERMINATION FOR CAUSE/SUSPENSION

In the event COUNTY determines that FBH failed to comply with any term or condition of this MOU, FBH may terminate the MOU in whole or in part upon written notice to FBH. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, the COUNTY, upon written notice may allow FBH a specific period of time in which to correct the non-compliance. During the corrective-action time period, the COUNTY may suspend further payment to FBH in whole or in part, or may restrict FBH's right to perform duties under this MOU. Failure by FBH to take timely corrective action shall allow COUNTY to terminate the MOU upon written notice to FBH.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the COUNTY determines that FBH did not fail to comply with the terms of the MOU or when the COUNTY determines the failure was not caused by FBH's actions or negligence.

In the event of termination or suspension, FBH shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original MOU and the replacement or cover agreement and all administrative costs directly related to the replacement MOU, e.g. cost of the competitive bidding, mailing, advertising and staff time.

SECTION NO. 40: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this MOU, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this MOU, in whole or in part. If this MOU is so terminated, the COUNTY shall be liable only for payment required under the terms of this MOU for services rendered prior to the effective date of termination.

SECTION NO. 41: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by the COUNTY, FBH shall:

- A. Stop work under the MOU on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the MOU;
- C. Assign to the COUNTY all of the rights, title, and interest of FBH under the orders and subcontracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by FBH to settle such claims must have the prior written approval of the COUNTY; and
- D. Preserve and transfer any materials, MOU deliverables and/or the COUNTY property in FBH's possession as directed by the COUNTY.

Upon termination of the MOU, the COUNTY shall pay FBH for any service provided by FBH

under the MOU prior to the date of termination. The COUNTY may withhold any amount due as the COUNTY reasonably determines is necessary to protect the COUNTY against potential loss or liability resulting from the termination. The COUNTY shall pay any withheld amount to FBH if the COUNTY later determines that loss or liability will not occur.

The rights and remedies of the COUNTY under this Section are in addition to any other rights and remedies provided under this MOU or otherwise provided under law. Provided, further, in the event that FBH fails to perform this MOU in accordance with state laws, federal laws, and/or the provisions of this MOU, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by FBH of funds under this recapture provision shall occur within the time period specified by the COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this MOU.

ATTACHMENT "A"

SCOPE OF WORK

This Scope of Work sets forth and identifies the roles and responsibilities of the CITY OF SPOKANE (CITY), FRONTIER BEHAVIORAL HEALTH (FBH) and SPOKANE COUNTY (COUNTY) related to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program).

The MHFRT are specialized co-deployed response teams trained in Crisis Intervention, Enhanced Crisis Intervention and Motivational Interviewing. The co-deployed teams utilize their expertise in developing person-centered case plans based upon an individual's goals, objectives and intervention with a method of communication which supports interaction with the individual in a professional, humane and safe manner.

The focus of the MHFRT includes diverting an individual from incarceration and hospital emergency departments; linking the individual to appropriate community resources, such as housing, sobering/withdrawal management services, outpatient behavioral health treatment services; continued stabilization and follow-up services, access to voluntary inpatient treatment services and access to evaluation and treatment facilities.

The specialized co-deployed teams enhance the expansion of services by creating a "boundary-less" concept where law enforcement officers from the City of Spokane and Spokane County respond, as part of the team, regardless of the location within Spokane County. The expansion of services aligns with RCW 71.05.020 which emphasizes improving the mental health field response and diversion from incarceration through modification or expansion of law enforcement practices in partnership with mental health professionals.

The "boundary-less" response provides joint access to records, the sharing of information among team members, opportunities for joint training, operation under one set of policies and procedures, the opportunity to jointly address challenges and the pooling of community resources.

In order to meet the goals of the MHFRT of safety, diversion and treatment the Parties agree to the following:

Frontier Behavioral Health (FBH) Duties and Responsibilities

1. FBH agrees to follow the established MHFRT policies and procedures;
2. Provide 4 FTE Clinician II Behavioral Health Professionals who will staff the MHFRT. Two FTE Behavioral Health Professionals will be assigned to the Spokane County Sheriff's Office (SCSO) and two FTE Behavioral Health Professionals will be assigned to the City of Spokane Police Department (SPD). In the case of a staffing shortage FBH will work with SCSO and SPD program supervisors to ensure teams are fully staffed.
3. Ensure the Behavioral Health Professionals are properly licensed and in good standing regarding licensing requirements;

4. Address client and/or program concerns with the SCSO and SPD program supervisors in a timely and appropriate manner;
5. Attendance by FBH program management staff at team meetings with SCSO and SPD. These meeting will address program implementation, program issues and to assure the program meets all stated goals
6. FBH Behavioral Health Professionals shall provide program and time records in an accurate and timely manner;
7. Provide services to MHFRT program recipients in accordance with WAC and RCW guidelines and
8. FBH Behavioral Health Professionals will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SPD, SCSO, FBH personnel, first responders, or other professionals in the area.

The City of Spokane Police Department (SPD) Duties and Responsibilities

1. SPD agrees to the follow the established MHFRT policies and procedures;
2. The SPD will provide a Sergeant who will be assigned to supervise the FBH 4 FTE Clinician II Behavioral Health Professionals who will staff the MHFRT;
3. The SPD will provide two officers who will be assigned to the MHFRT. These officers will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
4. Address client and/or program concerns with the MHFRT SCSO and FBH team members in a timely and appropriate manner;
5. Attendance by SPD program management staff at team meetings with SCSO and FBH. These meeting will address program implementation, program issues and to assure the program meets all stated goals;
6. Provide program and time records in an accurate and timely manner; and
7. SPD Officers will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SPD, SCSO, FBH personnel, first responders, or other professionals in the area.

The Spokane County Sheriff's Office (SCSO) Duties and Responsibilities

1. SCSO agrees to the follow the established MHFRT policies and procedures;
2. The SCSO will provide two deputies who will be assigned to the MHFRT. These deputies will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
3. Address client and/or program concerns with the MHFRT SPD and FBH team members in a timely and appropriate manner;
4. Provide program and time records in an accurate and timely manner;
5. SCSO Deputies will attend national or regional conferences and training events at

locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SCSO, SPD, FBH personnel, first responders, or other professionals in the area; and

6. The SCSO will act as the Lead Agency and Undersheriff John Nowels will serve as the MHFRT Project Manager. Undersheriff Nowels will coordinate on an as needed basis team meetings with SPD and FBH staff program management staff. These meeting will address program implementation, program issues and to assure the program meets all stated goals.

ATTACHMENT "B"
FBH BUDGET

Category	Budget Protected Direct Costs
Salary for 4 FTE Clinicians II	\$215,580
Benefits for 4 FTE Clinicians II	\$64,674
Supplies	\$388
Clothing Allowance	\$4,800
Professional Services	\$1,780
Communication	\$3,524
Travel	\$420
Insurance	\$384
Repair & Maintenance	\$64
Depreciation	\$640
Training	\$15,000
Miscellaneous	\$460
Indirect 10%	\$34,190
Total Program	\$341,904

Transfer of funds between line item budget categories must be approved by the COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the above categories when billed.

The Salary and Benefits line items for the 4 FTE Clinicians above is based upon salaried employees and no reimbursement will occur for any overtime hours incurred for services performed by these 4 FTE Clinicians under this contract. The funding line item amount is based upon a 40 hour work week and no billing will occur which includes additional amounts based upon additional hours without prior approval of Spokane County, this includes "extra salary hours".

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Jim Gladden via email at jgladden@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a cost reimbursement basis only.