

After Recording Return to:

City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF MOUNT VERNON

AND

NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
ORGANIZATION, LLC

THIS AGREEMENT is made and entered into by and between the City of Mount Vernon ("City"), a municipal corporation and the North Sound Administrative Services Organization, LLC (North Sound BH-ASO), a governmental limited liability company pursuant to RCW Chapter 70.24 pursuant to the authority granted by state law including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County (the County Authorities), as defined by RCW 71.24.025 (10), entered into a Joint County Authority Interlocal Operating Agreement to cooperatively provide a community health program and regional system of care, with the collective goal of consolidating administration, reducing administrative layering and reducing administrative costs, consistent with the State of Washington's legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and

WHEREAS, North Sound BH-ASO is a governmental limited liability company formed by an operating agreement entered into by the foregoing five (5) County Authorities in response to a request for a detailed plan and to contract with the State of Washington to operate as a Regional Support Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and Chapter 25.15 and is a public agency as defined in the Washington State Interlocal Cooperation Act Chapter 39.34 RCW; and

WHEREAS, there is an increased need for behavioral health services in the community and the parties recognize the need for expansion of services and strengthening of cooperation among service providers to meet this challenge; and

WHEREAS, the City is engaged in the provision of Co-Responder services within the City of Mount Vernon; and

WHEREAS, North Sound BH-ASO desires that City provide Services as set forth in Exhibit A this agreement (the Services) within the City of Mount Vernon. The parties find the Services shall promote continuity of care for individuals in need of behavioral health services and further strengthen the service network for the community as a whole.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and North Sound BH-ASO regarding the provision of Services set forth in Exhibit A incorporated herein. The City has a Co-Response outreach program consist of law enforcement officer(s) and behavioral health professional(s) providing individuals in need with behavioral health services including substance use disorder or other behavioral health needs with access to treatment in lieu of or in conjunction with involvement in the criminal justice system. It is in the best interest of the City and the North Sound BH-ASO to formalize this relationship in an agreement detailing the extent and costs of the Services.

2. **RESPONSIBILITIES:**

2.1 The City shall provide the Services set forth in Exhibit A. City shall hold all necessary licenses, certifications, and permits required by law for the performance of Services to be provided under this Agreement. City shall maintain its licensure and applicable certifications in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement.

2.2 North Sound BH-ASO shall pay the City for the Services (including any goods set forth therein) during the initial term as detailed in Exhibit B and New Service Costs as defined below. North Sound BH-ASO shall have thirty (30) days to pay the full amount upon invoice by the City.

Prior to September 1st for any successive one year Renewal Term, the City shall provide North Sound BH-ASO written notice of costs for the Services (New

Service Costs) to provide the Services during the successive one year Renewal Term. All Renewal Terms shall begin on January First (1st). Such notice shall be provided with the same or greater detail as set forth in Exhibit B.

3. TERM OF AGREEMENT: This Agreement is effective on July 1, 2022, and will remain in effect for an initial term until December 31, 2022 (Initial Term). After the Initial term, the Agreement shall automatically renew for successive terms of one (1) year each (Renewal Term), unless this Agreement is sooner terminated as provided in Section 8 of this Agreement.

Unless North Sound BH-ASO elects in writing to terminate this Agreement before September 1st as set forth in Section 8 this Agreement shall automatically renew for a successive one (1) year terms and North Sound BH-ASHO shall be obligated to pay for the New Service Costs provided in the City's written notice set forth in Section 2.2 above.

4. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

4.1 The City's representative shall be the City's Police Chief.

4.2 The North Sound BH-ASO's representative shall be Joe Valentine, Executive Director

5. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and North Sound BH-ASO, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

7. TERMINATION:

7.1 North Sound BH-ASO. North Sound BH-ASO may elect to terminate this Agreement by providing written notice of its intent to terminate this Agreement prior to September 1st during the Initial Term or any Renewal Term. If such notice is provided, this Agreement shall terminate on December 31st of the current one year term and shall not automatically renew.

7.2 The City. The City may elect to terminate this Agreement by giving North Sound BH-ASO written notice not less than one hundred eighty (180) days prior to its intent to terminate this Agreement. In the event the City elects to terminate this Agreement with one hundred eighty days (180) days notice, North Sound BH-ASO shall be liable for only those costs incurred prior to the effective date of termination and the City shall provide North Sound BH-ASO a pro rata return of funds not expended.

8. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on this 1st day of July, 2022.

FOR NORTH SOUND BH-ASO:

FOR CITY OF MOUNT VERNON

Joe Valentine , Executive Director

DATED: _____

Name, Title

DATED: _____

Name, Title

DATED: _____

JILL BOUDREAU, MAYOR

DATED: _____

Approved as to form:

KEVIN ROGERSON

CITY ATTORNEY

DATED: _____

North Sound Behavioral Health Administrative Services Organization
Co-Responder Program
Cost Reimbursement Budget
City of Mount Vernon
 July 1, 2022 to June 30, 2023

Revenues

MHBG	75,000
SABG	25,000
Covid SABG	85,000
Covid MHBG	35,000
Total	\$ 220,000

Expenses

Co-Responder Program	220,000
Total	\$ 220,000

North Sound Behavioral Health Administrative Service Organization
Law Enforcement Co-Response Outreach Program
Description Services - 2022

Purpose

To provide behavioral health outreach while reducing criminal justice system involvement for individuals with mental health and substance use disorder treatment needs. Co-Response outreach programs consist of law enforcement officer(s) and behavioral health professional(s) providing individuals with substance use disorder or other behavioral health needs with access to treatment in lieu of or in conjunction with involvement in the criminal justice system. Co-response outreach is designed to enhance first responder capacity immediately providing in the field interventions and assist referrals and linkage to ongoing behavioral health or substance use treatment when appropriate.

1. Provide in the field outreach services and direct case management support to individuals many whom frequently encounter law enforcement and/or the criminal justice system.
2. Provide diversion focused interventions or alternatives to traditional law enforcement responses to calls where substance use disorder or other behavioral health needs are identified.

Services

Co-Responder outreach programs:

1. Provide behavioral health outreach interventions and person-centered de-escalation that use less invasive interventions.
2. Employ field-based strategies to identify individuals with substance use disorders and other behavioral health needs in a culturally competent, recovery oriented, trauma sensitive manner.
3. Maintain referral pathways for community members, emergency services, treatment providers and other community-based entities.
4. Support direct linkages to treatment supports to include facility-based crisis stabilization and triage, withdrawal management, outpatient or medical services or other behavioral health or community-based care supports as appropriate.
5. Provide care coordination and in the field case management when amendable and where feasible.

Priority Populations

Priority populations should focus on any individual with a behavioral health condition who are at risk of arrest and/or frequent contact with first responders, and community members who could benefit from being connected to supportive behavioral health treatment or other supportive resources when amendable. Such persons include but are not limited to:

1. Individuals who have frequent law enforcement or criminal legal system contact because of substance use disorder or other behavioral health needs.
2. Individuals at risk of arrest, or already have been involved in the criminal justice system as a result of substance use disorder or behavioral health needs.
3. Individuals who cannot, on their own, access local safety-net services without professional assistance.

Program Staffing

Co-response outreach programs should be staffed with Masters in Social Work behavioral health professional(s), bachelor Level and/or Certified Peer Counselors (CPC). Behavioral health professional(s) can include licensed Mental Health Professionals (MHP) and licensed Substance Use disorder Professionals (SUDP).

Coordination

1. Co-response outreach services will coordinate with crisis services to include referral to a Designated Crisis Responders (DCRs).
2. Co-Response outreach services will coordinate closely with parallel emergency services, criminal justice systems, inpatient/residential service providers, tribal governments, Indian Health Care Providers (IHCP) and outpatient providers to ensure access to timely and appropriate behavioral health treatment services.
3. Co-Response outreach services shall coordinate closely with other local community-based diversion programs.

Training

Law enforcement or first responders who are providing co-response interventions are encouraged to be trained in Crisis Intervention Training (CIT). If appropriate and feasible upon the sole discretion of the City, MVPD shall provide behavioral professionals who are conducting co-response services access to training, such as the following:

1. Motivational interviewing
2. Strength-based and harm reduction interventions
3. Trauma-informed practices
4. Cultural humility
5. Mental Health First Aid
6. Conflict resolution and de-escalation techniques
7. Suicide risk assessment and prevention
8. Overdose prevention, recognition, and response
9. Law enforcement or first responder sponsored trainings.

Reporting

Programs will submit Quarterly reports to North Sound BH-ASO. Reporting will include number of individuals served, outcomes of services provided and a narrative describing successes and challenges provided however all reports shall comply with all medical privacy laws including but not limited state law and the Health Insurance Portability and Accountability Act as now or hereafter amended.



LE CO-RESPONDER QUARTERLY REPORTING FORM

- ☐ Snohomish County Human Services
☐ Mount Vernon Police Department
☐ Skagit County Sheriff's Office
☐ Whatcom County Human Services – Sheriff's Office
☐ Island County Human Services – Sheriff's Office

Reporting Period

- ☐ Quarter One
☐ Quarter Two
☐ Quarter Three
☐ Quarter Four

Reports are due on the 10th of the month following the reported quarter. Please send your report to: deliverables@nsbhaso.org.

		Month 1	Month 2	Month 3
1.	Total Number of Field Based Contacts			
2.	Total Number of Unduplicated Contacts			
3.	Number of Unduplicated individuals diverted from the arrest or other criminal justice involvement			
4.	Number of Unduplicated Individuals with SUD Primary Diagnosis			
5.	Number of Unduplicated individuals provided case management			
6.	Number of unduplicated individuals directly referred to facility based services or housing supports			
7.	Number of Unduplicated individuals requiring parallel emergency services			
8.	Number of Unduplicated Individuals served from Tribal Partners / IHCP Involvement			
9.	Number of Unduplicated Individuals served requiring DCR Collaboration			
10.	Success Narrative:			
11.	Challenge Narrative:			

Narratives/Additional Notes/Information: