

## **SAMSHA Agreement between Alliance Behavioral Healthcare and The City of Durham**

This Agreement (hereinafter “Agreement”) is made, and entered into this the 1<sup>st</sup> day of **October, 2012** between **Alliance Behavioral Healthcare**, (hereinafter “Alliance”) a political subdivision of the State of North Carolina, and **The City of Durham, through the Office of Economic and Workforce Development (“OEWD”)** (hereinafter the “City”) a municipal corporation.

Alliance and the City of Durham agree as follows:

### **Section 1. Purpose**

The pilot training and employment program will use BECOMING grant funding to help target transition age youth (ages 16-21) who have been identified as (1) having significant functional impairments, and/or (2) disconnected or at risk of becoming disconnected from services and supports. Specifically, the program will support at minimum 120 transitioning youth a year in becoming gainfully employed through the collaborative efforts of the BECOMING project.

### **Section 2. Administration/Scope**

#### **OEWD Shall:**

1. Designate an OEWD *Employment Coordinator* who will be responsible for providing the following: program implementation; monthly reporting on all employment related activities; provide support in the coordination of outreach, recruitment, and screening activities stipulated under the BECOMING grant; provide support in the development and implementation of youth employment skills assessments in an effort to ascertain employment readiness of program participants; provide support and work in conjunction with Alliance staff and/or case managers affiliated with this program to develop and implement *Individual Service Strategies* that will increase the employability and marketability of program participants; conduct youth employment related focus groups; and provide support on any other duties as specified by and/or related to the implementation of the BECOMING project. This position will report directly to Nicholas McCoy, Senior Workforce Development Manager.
2. OEWD will administer and coordinate all necessary *Human Resources, Performance Management, and Employee Training* activities that are necessary of the *Employment Coordinator* in support of this program.
3. OEWD will work in collaboration with JobLink partners to maximize outcomes for participants of this program. OEWD will make available employment services to participants under the JobLink System, such as coordinating job development activities; providing outreach to public/private worksites in an effort to place participants; career counseling; and providing employment referral services.
4. Review, sign and forward all *Employment Coordinator* time sheets and reports to Alliance.

#### **Alliance Shall:**

1. Serve as the primary coordinator for this project, including (but not limited to): monitoring of all reporting measures; program oversight and evaluation; oversight of partnership agreements; and support partnership/collaboration to ensure desired outcomes of the program.
2. Subcontract with private mental health agencies that will provide outreach, recruitment, and oversight of participants affiliated with this program.
3. Work in conjunction with *Employment Coordinator* and OEWD staff in order to develop, monitor, and evaluate *Individual Service Strategies* of program participants and provide mental health, substance abuse, and/or any related referral services that will help participants of the program achieve and attain success within the program.

**Reporting Process:** Esther Coleman, OEWD Senior *Employment Coordinator* hired for this project will be responsible for submitting monthly reports to David Currey, BECOMING Project Director and Nicholas McCoy, OEWD Senior Workforce Development Manager that include, but are not limited to: description of project activities, number of participants served, types of services provided, etc. during the reporting period. Prior to program implementation, Alliance will provide OEWD with all requisite reporting requirements.

**Section 3. Funding**

- I. **Budget:** Funding for this contract shall be provided from Alliance’s BECOMING grant awarded by the Substance Abuse and Mental Health Services Administration (SAMSHA) in amount not to exceed \$60,000.00 for reimbursements of expenditures in accordance with the below approved budget:

Employment Coordinator	=	\$42,000
Benefits (26%)	=	\$10,920
Office Supplies	=	\$ 1,080
<u>Admin</u>	=	<u>\$ 6,000</u>
<b>Program Total</b>	=	<b>\$60,000</b>

OEWD will be reimbursed in an amount not to exceed \$60,000.00 by Alliance for all related program expenditures outlined in the above budget. Alliance shall not be obligated to pay OEWD any payments, fees, expenses, or compensation other than those authorized by this section. Money may be shifted between line items up to 10% from one line item by OEWD with/without prior approval, so long as the total budget is not exceeded and the services to be provided are not reduced. If more than 10% is needed to be moved between line items OEWD would seek and receive approval from Alliance prior to spending those funds.

- II. **Billing:** OEWD shall send invoices to Alliance on a monthly basis for the amounts to be paid pursuant to the contract. Each invoice shall reflect the above budget, be accompanied with copies of ledger pages reflecting charges and any supporting documentation, and include any additional information as maybe reasonably requested by Alliance. Total payments will not exceed \$60,000.00 over the contract period. Payment of invoices will be made via electronic funds transfer within 30 days. Invoices can be mailed or emailed to Alliance at:

**Alliance Behavioral Healthcare**  
**Attention: Accounts Payable**

**4600 Emperor Boulevard**  
**Durham, NC 27703**  
[accountspayable@alliancebhc.org](mailto:accountspayable@alliancebhc.org)

#### **Section 4. Term**

The Term of this agreement for services is from **October 1, 2012** to **September 30, 2013** unless sooner terminated as provided herein.

#### **Section 5. Indemnity/Insurance**

Alliance and OEWD agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.

The City at its sole expense shall provide Alliance prior to service delivery proof of (i.e., current insurance certificate) and continuously maintain insurance coverage with a carrier authorized to do business in North Carolina or maintain equivalent coverage under a self insurance program that is approved by North Carolina law. Liability coverage may be on an occurrence basis or claims-made basis. In addition, OEWD shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, OEWD shall maintain, at its expense, the following minimum insurance coverage:

\$250,000/\$500,000 – Professional Liability - Error and Omissions.

#### **Section 6. Termination**

##### **a. Event of Default.**

Any one or more of the following acts or omissions of the OEWD shall constitute an Event of Default hereunder, if OEWD fails to cure such default after first being noticed:

- i. Failure to perform the Services satisfactorily or on schedule,
- ii. Failure to submit any report required hereunder; and/or
- iii. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, Alliance shall take one or more or all of the following actions:

Give OEWD written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater specification of time, ten (10) business days from the date of the notice, unless the act of curing the default shall, by its nature, require more than the specified time given in the notice, in which case OEWD shall be given such additional time to cure.

If after giving the required notice, OEWD fails to cure or correct the default in a time allotted, Alliance may take one or all of the following actions:

1. Terminate the agreement, effective five (5) days after giving OEWD written Notice of Termination; and/or
2. Deduct all reasonable expenses incurred by Alliance for damages directly caused by OEWD's Event of Default; and/or

3. Treat the agreement as breached and pursue any of its remedies at law.

**b. Termination for Convenience.**

This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination. Alliance shall reimburse the City for any expenses relating to the obligations under this Agreement incurred by OEWD prior to the date of termination for convenience, and after the date of termination for convenience, but only for expenses OEWD was contractually obligated or liable to pay as of the notice.

Termination of this Contract, under either section shall not form the basis of any claim for loss of anticipated profits by either party.

**Section 7. Audit Rights**

For all Services being provided hereunder, Alliance shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, OEWD must make the materials to be audited available within one (1) week of the request for them.

**Section 8. Relationship of Parties**

Alliance and OEWD agree that OEWD is an independent contractor and shall not represent itself as an agent or employee of Alliance for any purpose in the performance of OEWD's duties under this Contract. Accordingly, OEWD shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of OEWD's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

OEWD, as an independent contractor, shall perform the Services required hereunder in a professional manner.

**Section 9. Successors and Assigns**

OEWD shall not assign its interest in this Agreement without the written consent of Alliance. OEWD has no authority to enter into contracts on behalf of Alliance.

**Section 10. Governing Law**

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General County of Justice in the County of Durham and the State of North Carolina.

**Section 11. Entire Agreement and Amendments**

This contract, shall constitute the entire understanding between Alliance and OEWD and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**Section 12. Headings**

The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

CITY OF DURHAM

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Preaudit Certificate:

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ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

**ALLIANCE BEHAVIORAL HEALTHCARE**

Title of the contract:

**SAMSHA AGREEMENT BETWEEN ALLIANCE BEHAVIORAL HEALTHCARE AND THE CITY OF DURHAM**

I, \_\_\_\_\_, a notary public, certify:  
(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared before me  
(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Alliance Behavioral Healthcare**

By: \_\_\_\_\_

Print Name: Ellen S. Holliman

Title: LME/MCO Director

Date: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Sara Pacholke, Finance Director