



# JEFFERSON COUNTY PUBLIC HEALTH

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May 5, 2010

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** June 21, 2010

**SUBJECT:** Agenda Item – Professional Services Agreement with Jefferson Mental Health; Amendment #1; July 1, 2009 – June 30, 2010; additional \$2,000 (\$12,000 total)

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#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Community Health, is requesting Board approval of the Professional Services Agreement Amendment #1 with Jefferson Mental Health; July 1, 2009 – June 30, 2010; \$10,000 (\$2,000 additional; \$12,000 total)

#### **ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

This contract is in its third year with the Office of Financial Management. Washington State Legislature awarded counties who adopted the 1/10 of 1% for chemical dependency/mental health treatment an additional \$100,000. JCPH submitted a work plan for 2009-2010. This plan allocated funds to outreach and educational services and mental health treatment with Jefferson Mental Health Services, methamphetamine treatment with Safe Harbor Recovery Center and methamphetamine detox, and drug intervention/screening at the Jefferson County Jail. Community representatives from Jefferson County Substance Abuse Advisory Board and Meth Action Team continue to partner to increase awareness and knowledge of the issues of methamphetamine addiction and the need for treatment.

#### **FISCAL IMPACT/COST BENEFIT ANALYSIS:**

This contract is budget neutral to the county and provides new services for more citizens.

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COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
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**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement Amendment with Jefferson Mental Health; July 1, 2009 – June 30, 2010; \$2,000 additional; \$12,000 total

**REVIEWED BY:**

  
Philip Morley, County Administrator

5/28/10  
Date

**Contract Amendment #1  
Agreement Between  
Jefferson Mental Health Services  
And  
Jefferson County Public Health**

**WHEREAS**, Jefferson Mental Health Services (Contractor) and Jefferson County (County) entered into an agreement on July 1, 2009 for Professional Services to provide Dialectical Behavioral Therapy groups for clients at Safe Harbor Recovery Center.

**WHEREAS**, the parties desire to amend the terms of that agreement.

**IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:**

1. The term of the above referenced agreement is time limited and ends June 30, 2010.
2. The Contractor will be entitled to an additional \$2,000.00 in funding for services rendered during the term of this contract amendment. Total compensation under this Agreement shall not exceed \$12,000.00 without express written amendment.
3. All other terms and conditions of the agreement will remain unchanged.

**Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010**

\_\_\_\_\_  
David Sullivan, Chairman  
Jefferson Board of County Commissioners

Approved as to form only:  
*David Abrams* 6/1/10  
\_\_\_\_\_  
Jefferson Co. Prosecutor

*Sam Markow*  
\_\_\_\_\_  
Sam Markow  
Jefferson Mental Health Services

ATTEST:

\_\_\_\_\_  
Erin Lundgren  
Deputy/Clerk of the Board

# PROFESSIONAL SERVICES AGREEMENT

Between

**JEFFERSON COUNTY**

And

**Jefferson Mental Health Services**

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "**the County**" and Jefferson Mental Health Services, hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**Section 1. Designation**

The County, on behalf of the Jefferson County Public Health, acting in compliance under the Contract with Jefferson Mental Health Services, (JMHS) in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor who will perform duties as described in **Exhibit A**.

**Section 2. Term**

This Agreement shall commence on July 1, 2009 and continues through June 30, 2010 unless terminated as provided herein. The agreement may be extended beyond June 30, 2010 upon mutual written consent of the County and the Contractor.

**Section 3. Scope of Agreement**

The Contractor agrees to perform the services, identified on **Exhibit A**.

- A. The Contractor supports the community methamphetamine treatment program goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.
- C. The Contractor shall provide reporting detailed in **Section 10**.

**Section 4. Compensation**

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. Contractor will invoice at the rate of \$100.00 per hour, per therapist, as outlined in **Exhibit A**. This contract shall not exceed \$10,000.00 in the completion of this project without express written amendment signed by both parties to this Agreement. Funding is contingent on reauthorization of funds by the Office of Financial Management. If funds are renewed, this contract will automatically renew for an additional year.

- B. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- C. County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its acceptance by the County.
- D. Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- E. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County.

**Section 5. Compliance with laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement. Contractor will properly dispose of any information, which is no longer needed or has been converted to another media. Jefferson County Public Health may audit Contractor's access to and use of confidential information at any time or on an ongoing basis.

**Section 6. Indemnification**

The Contractor shall indemnify and hold the County, and their officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the negligence or breach of any of its obligations under this Agreement of the Contractor or its agents, representatives or employees, provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, their officers, employees and agents, and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to (1) claims or suits based upon such negligence, and/or (2) the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.

**Section 7. Insurance**

1. The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:05:
  - (a) Worker's compensation and employer's liability insurance as required by the State of Washington.
  - (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of the contract.
  - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
    - 1) Broad Form Property Damage, with no employee exclusion;
    - 2) Personal Injury Liability, including extended bodily injury;
    - 3) Broad Form Contractual/Commercial Liability - including completed operations

- 4) Premises - Operations Liability (M&C);
  - 5) Independent Contractors and Contractors;
  - 6) Blanket Contractual Liability.
2. All employees or Contractors of Contractor who are required to be professionally certified by the State in the performance of services under this agreement shall maintain distinct and valid professional liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
  3. It shall be the responsibility of the Contractor to insure that any and all persons engaged in the performance of any work or service required of the Contractor under this Agreement, shall comply with the same insurance requirements that Contractor is required to meet.
  4. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the County may, after giving five working days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand, or at the sole discretion of the County, off set against funds due the Contractor from the County.
  5. All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
  6. Excepting the Workers Compensation insurance and any professional liability insurance secured by the Contractor, the County will be named on all certificates of insurance as an additional insured. The Contractor shall furnish the County with verification of insurance and endorsements required by this Agreement. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.
  7. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Contractor shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the County.
  8. The County will pay no progress payments until the Contractor has fully complied with Section 7. This remedy is not exclusive; and the County may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.
  9. Nothing in the foregoing insurance requirements shall prevent the County, at its option, from additionally requesting that the Contractor deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of the Contractor.

10. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA

**Section 8. Independence**

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

**Section 9. Assignments and Subcontracting**

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

**Section 10. Reporting**

The Contractor will provide a report to the County for payment for services rendered quarterly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A**. The report shall be submitted to Jefferson County Public Health in care of the Financial Manager, 615 Sheridan Street, Port Townsend, WA 98368.

**Section 11. Termination**

- A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
- B. This Agreement may also be terminated as provided below:
1. With 14 days' notice by the Board of County Commissioners (or their designate) for non-performance of the specific job duties listed in **Exhibit A**. Contractor may cure the default or non-performance during the 14 days that notice of termination is pending.
  2. With 14 days' notice by the Contractor by voluntary resignation.



**Section 12. Modification**

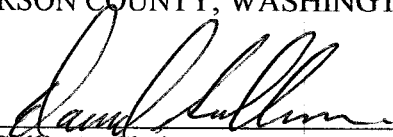
This Professional Services Agreement may be modified at any time by written agreement of all parties

**Section 13. Integrated Agreement**

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and Contractor.

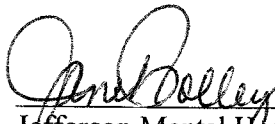
Approved this 23<sup>rd</sup> day of November, 2009.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

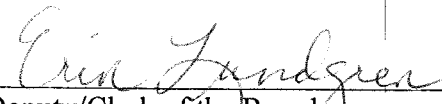
  
\_\_\_\_\_  
David Sullivan, Chairperson

Approved as to form only:

 11/2/09  
\_\_\_\_\_  
Jefferson Co. Prosecutor's Office

 Janet Polley  
\_\_\_\_\_  
Jefferson Mental Health Services

ATTEST:

  
\_\_\_\_\_  
Deputy/Clerk of the Board

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **Jefferson Mental Health Services**

##### **I. WORK STATEMENT**

Contractor shall perform the following duties to the satisfaction of Jefferson County Public Health:

Contractor will provide Dialectical Behavioral Therapy (DBT) groups led by registered mental health professionals to be offered to Safe Harbor Recovery Center Intensive Outpatient Program (IOP) clients at Safe Harbor Recovery Center. It is understood that the participants will be methamphetamine users as determined by Safe Harbor Recovery Center staff.

1. All treatment services shall be voluntary with signed written consent of clients.
2. Treatment will be provided by licensed providers with Criminal Background Authorizations on file. All mental health professionals will be licensed and certified by Washington State Department of Health.
3. Billing and Program Reports are due to Jefferson County Public Health quarterly for Jefferson County Quality and Assurance and to report to the Office of Financial Management.
4. Contractor shall maintain client records, a record of associated activities, trainings and referrals.
5. Treatment may include assessment, intervention, follow up, and ongoing relapse prevention. Contractor will be available to coordinate and consult with Safe Harbor Recovery staff.
6. Medicaid and/or Medicare and Insurance will be billed and exhausted before billing this contract.
7. Contractor shall complete an invoice monthly.