



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
 www.jeffersoncountypublichealth.org

August 27, 2010

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

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

**FROM:** Jean Baldwin, Director

**DATE:** September 20, 2010

**SUBJECT:** Agenda Item – Professional Services Agreement – Elizabeth Hendricks, LMHC, Amendment #1; August 25, 2009 – June 30, 2011; add'l \$5,135 total \$7,442.50

### STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Elizabeth Hendricks, LMHC, Amendment #1; August 25, 2009 – June 30, 2011; add'l \$5,135 total \$7,442.50

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

This is an amendment to continue consult and provide technical assistance to employment staff involved in County Supported Employment or Person to Person services on ways to help their clients. The Contractor will conduct a counseling group for up 8 individuals in Jefferson County and no less than 5 individuals, age 21 and older and a Women's Support Group of up to eight women who are clients of the Division of Developmental Disabilities in Jefferson County. The focus will be on social skills, impulse control skills, physical and emotional health, self esteem and sexuality and healthy lifestyles.

### FISCAL IMPACT/COST BENEFIT ANALYSIS:

This amendment adds funding in the amount of \$5,135 for the period of July 1, 2010 – June 30, 2011 not to exceed \$7,442.50. Total amount of the contract reflects under spent funds allocated for August 25, 2009 – June 30, 2010 in the amount of \$1,722.50. All funding for this contract is through the Developmental Disabilities Division with DSHS. The budget reflects revenue and expense for this contractor.

### RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Elizabeth Hendricks, LMHC, Amendment #1; August 25, 2009 – June 30, 2011; add'l \$5,135 total \$7,442.50

### REVIEWED BY:

  
 Philip Morley, County Administrator

  
 Date

COMMUNITY HEALTH  
 DEVELOPMENTAL DISABILITIES  
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**PUBLIC HEALTH**  
 ALWAYS WORKING FOR A SAFER AND  
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ENVIRONMENTAL HEALTH  
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**Contract Amendment #1  
Agreement Between  
Elizabeth Hendricks, LMHC  
And  
Jefferson County Public Health  
Developmental Disabilities Program**

**WHEREAS**, Elizabeth Hendricks, LMHC (Contractor) and Jefferson County (County) entered into an agreement on August 25, 2009 for Professional Services to be provided in connection with the provision of Community Information & Educational Services for Individuals with Developmental Disabilities in Jefferson County.

**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 extended and ends June 30, 2011.
2. The Contractor will continue to provide services under Community Information & Education by: providing Positive Behavior Supports consulting & technical assistance to Employment Staff on how to best help their clients with significant behavioral issues who are involved in County Supported Employment or Person to Person services; conducting counseling groups for individuals age 21 and older who are clients of the Division of Developmental Disabilities, in order to increase their ability to successfully enter the workforce or to be successful in current places of employment; providing up to eight hours of outreach in order to market the group counseling services & Positive Behavior Supports consulting and technical assistance.
3. The Contractor shall provide up to 8 hours of Positive Behavior Supports consulting & technical assistance to Employment Staff, on how to best support their clients who have challenging behaviors and are involved with Employment or Person to Person services under Community Information & Education Services.
4. The Contractor shall provide group counseling services, for up to eight individuals and no less than four age 21 and older who are clients of the Division of Developmental Disabilities in Jefferson County; twice a month for two (2) hours each, for twelve months (the first hour for counseling the second hour for set up, take down and documentation), for a total of 48 hours.
5. The Contractor shall provide woman's group counseling services, for up to eight women and no less than four age 21 and older who and our clients of the Division of Developmental Disabilities in Jefferson County; once a month for two (2) hours each, for ten months (the first hour for counseling the second hour for set up, take down and documentation), for a total of 20 hours.
6. Contractor will provide up to (3) three hours of outreach in order to market the group counseling services & Positive Behavior Supports consulting and technical assistance.

7. The Subcontractor shall receive \$65.00 per Unit for Community Information & Education Services. A Unit of Community Information and Education Services is defined as one (1) "HOUR" which is up to 60 minutes of direct service or Assigned Service Responsibility which is defined as completed Program Requirements, which are identified in Number 3, 4, 5 & 6 of this Agreement.
8. The County may discontinue financial support for Community Information & Education Services, if the funding is required for direct services for clients with developmental disabilities in Jefferson County.
9. Subcontractor will be entitled to an additional \$5,135.00 in funding for services rendered during the term of July 1, 2010 through June 30, 2011. Total compensation under this Agreement shall not exceed \$7,442.50 without express written amendment signed by both parties. Total compensation reflects \$1,722.50 in under spent funds from the period from August 25, 2009 – June 30, 2010.
10. All other terms and conditions of the agreement will remain the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

Approved as to form only:

8/31/10  
David Aloney  
Jefferson Co. Prosecutor's Office

By: Elizabeth Hendricks, LMHC  
Elizabeth Hendricks, LMHC

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
JEFFERSON COUNTY  
AND  
ELIZABETH HENDRICKS, LMHC**

This agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County" and Elizabeth Hendricks, LMHC 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, Developmental Disabilities Program, acting in compliance under the Contract with Elizabeth Hendricks, LMHC in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor to perform duties as described in **Exhibit A**.

Section 2.     **Terms**

This agreement shall commence on August 25, 2009 and continue through June 30, 2010 unless terminated as provided herein. The agreement may be extended beyond June 30, 2010 upon mutual 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 works for the Jefferson County Developmental Disabilities Program to support its 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. Payment for the work provided by the Contractor shall not exceed \$65.00 an hour for a total of \$4,030 in the completion of this project without express written amendment signed by both parties to this Agreement.
- 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. The total compensation to the Contractor is limited to the terms of this Agreement, which commence August 25, 2009 and ends June 30, 2010.

- D. The 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.
- E. The 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.
- F. 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.

Section 6. **Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor.

Section 7. **Insurance**

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability converge 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 \$500,000 each occurrence. Contractor shall provide proof of insurance to the County in care of Developmental Disabilities County Coordinator at Jefferson County Public Health, Developmental Disabilities Program, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.

- B. Professional Liability Insurance providing \$1,000,000 per incident; \$2,000,000 aggregate. Contractor shall name Jefferson County Public Health as additional insured.
- C. All employees or subcontractors of SUBCONTRACTOR who are required to be professionally licensed or certified by the State in the performance of services under this agreement shall maintain 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.
- D. Worker's Compensation and employer's liability insurance as required by the State of Washington.

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 may sublet or assign any of the services covered by this agreement but only with the express written consent of the County.

Section 10. **Reporting**

The Contractor will provide a monthly report to the County. The monthly report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours worked. The monthly report shall be submitted to Jefferson County Public Health in care of the Developmental Disabilities County Coordinator, 615 Sheridan, Port Townsend, and 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 for any Reason, or
  - 2. With 14 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
  - 3. With 14 days notice by the Contractor by voluntary resignation.

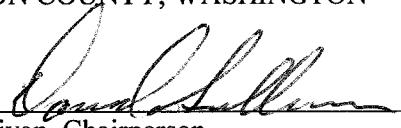
**Modification**

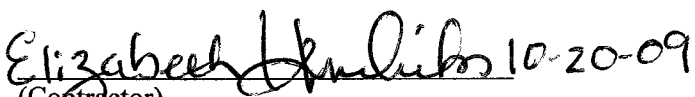
Section 12. This employment agreement may be modified at any time by written agreement of all parties

**Integrated Agreement**

Section 13. 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 2<sup>nd</sup> day of November, 2009.  
BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

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

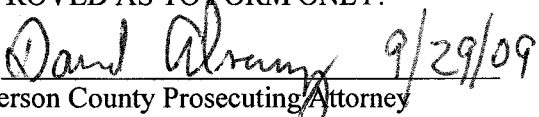
  
\_\_\_\_\_  
(Contractor)

DATE 10-20-09

ATTEST:

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

APPROVED AS TO FORM ONLY:

By:   
\_\_\_\_\_  
Jefferson County Prosecuting Attorney

**EXHIBIT A**  
**STATEMENT OF WORK**  
**ELIZABETH HENDRICKS, LMHC**

**I. WORK STATEMENT**

The Contractor will provide consulting and counseling services to the Employment Staff at the Skookum Pre-Vocational Program and will provide group counseling services to six individuals with Developmental Disabilities who are participants of the Pre-Vocational Program in order to assist with grief and loss issues associated with the closure of the Jump Rope Program that will occur on January 1<sup>st</sup>, 2010. The Contractor will develop Positive Behavior Support Plans for individuals with Developmental Disabilities to eliminate behavior and/or to develop and enhance positive behaviors to replace the challenging behavior.

**II. PROGRAM DESCRIPTION**

**A. Tasks**

1. The Contractor will consult and provide technical assistance to Employment Staff on how to best help their clients with the transition to Community based Employment Programs and will give them an opportunity to collaborate in identifying the needs of the individuals; such as obtaining an enhanced sense of each person's style of communication, relational style and any issues the staff have noted that can be addressed in the counseling group of participants who receive pre-vocational services.
2. The Contractor will provide group counseling services to six individuals with developmental disabilities who are participants of the Skookum Jump Rope Program. The therapy group is to meet on a weekly basis from August 26<sup>th</sup> through December 31<sup>st</sup> 2009. Counseling will provide clients with the opportunity to identify and express feelings connected to the closure of the program, resolve feelings of loss and to develop a hopeful vision of the future. The group counseling at Skookum will include all or some of the following therapeutic techniques:
  - use of feelings identification cards,
  - art therapy,
  - role play,
  - positive visualization,
  - creation of a scrapbook and
  - hearing the stories of others who have made a similar transition.
3. Conduct a counseling group for up to 8 individuals and no less than 5 individuals age 21 and older who are clients of the Division of Developmental Disabilities in Jefferson County. The group will meet two times a month for one hour each, from November 2009 to June 2010.



This counseling group will focus on the following topics:

- Social skills
- Impulse control skills
- Grief and loss
- Life transitions
- Anger management
- Feelings identification

The Contractor will employ some or all of the following therapeutic techniques:

- Art therapy
- Feeling identification cards
- Sharing life stories
- Therapeutic games
- Group cohesion exercises
- Role play

4. Contractor will provide up to 6 hours of outreach in order to market the group counseling services by:
  - creating a flier to be distributed,
  - contacting staff from supportive employment services, adult family homes who have residents who have DDD services, DVR, gatheringplace, Supported Living Services to locate clients of the Division of Developmental Disabilities who could benefit from counseling services.
5. Contractor will meet with clients identified by these programs after informing and receiving permission from the DDD case managers.
6. Contractor will develop Positive Behavior Support Plans for individuals with developmental disabilities who are involved in County supported Employment or Person to Person services. The services will include:
  - developing a Functional Assessment by interviewing the Individual, Parents/Guardians, and Residential/Employment Staff in order to obtain a detailed description of the antecedents.
  - developing Action Steps to be implemented by the Individual and Parents/Guardians, Residential/Employment Staff to eliminate behavior and/or to develop and enhance positive behaviors to replace the challenging behavior.
  - presenting the Positive Behavior Support Plan and providing training at a meeting that will include Individual and Parents/Guardians, Residential/Employment Staff
  - provide additional technical assistance in order to make adjustments to the Positive Behavior Support Plan if it's needed.

## **B. Requirements**

1. Provide up to 8 hours of consulting, technical assistance and counseling services to Employment Staff at Skookum, on how to best help their clients with the transition to Community based Employment Programs.

2. Provide up to 24 group counseling services to six individuals with Developmental Disabilities who are participants of the Skookum Pre-Vocational Program.
3. Provide group counseling services, two times a month for one hour each, from November 2009 to June 2010, to a minimum of five individuals with Developmental Disabilities who are 21 years of age or older and live in Jefferson County.
4. Provide up to 6 hours of outreach in order to market group counseling services for people with developmental disabilities who are 21 years of age or older and live in Jefferson County.
5. Provide up no more than 20 hours of Positive Behavior Support Plan development for up to 2 Individuals with Developmental Disabilities who have challenging behaviors and are involved with Employment or Person to Person services.
6. Provide a Positive Behavior Support Plan Workshop for the Individual and Parents/Guardians, Residential/Employment Staff, School Personnel and other interested parties. Up to 10 hours to include prep and training time.
7. Conduct a counseling group for up 8 individuals age 21 and older who are served by the Division of Developmental Disabilities.
8. Meet or have a phone meeting with the DD Coordinator every month to discuss progress.

**C. Reporting**

1. Progress Reports for services provided are due at the conclusion of each month with a separate invoice for billing.

**D. Performance Standards**

1. The Contractor shall provide Services. These services, as defined in Tasks Section II.A above.
2. The Contractor will adhere to the Requirements. These requirements as defined in Section II.C above.
3. The Contractor shall provide a bill for services with documentation on a monthly basis.