



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
[www.jeffersoncountypublichealth.org](http://www.jeffersoncountypublichealth.org)

May 17, 2011

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

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

**FROM:** Julia Danskin, Public Health Manager

**DATE:** June 20, 2011

**SUBJECT:** Agenda Item – Contract Agreement – Jefferson Mental Health Services for School Based Health Center, Amendment #1; September 1, 2010 – June 30, 2011; add'l \$2,000 total \$59,750

#### STATEMENT OF ISSUE:

Jefferson County Public Health, representing the BOCC 1/10 of 1% Mental Health and Chemical Dependency Oversight Committee, is requesting Board approval of the Contract Agreement – Jefferson Mental Health Services (JMHS) for School Based Health Center, Amendment #1; September 1, 2010 – June 30, 2011; add'l \$2,000 total \$59,750

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

This agreement provides mental health services in the Port Townsend, Chimacum and Quilcene School Districts. Mental Health services are provided to children in grades 6 – 12 who identify with mental health issues. The Contractor currently provides the services of a Child and Family Therapist counseling in individual or group settings. Counseling services provided include anger management, depression, conflict resolution, and stress, relationship issues, feeling of suicide, eating disorders, domestic violence, and sexual and physical abuse.

This amendment will fund additional counseling services at Chimacum High School to meet the needs of the students. The additional staff from JMHS will work along side the current School Based Health Clinic Counselor who is currently in Chimacum High School three days a week.

#### FISCAL IMPACT/COST BENEFIT ANALYSIS:

This is to continue services paid through the Mental Health and Chemical Dependency tax. There is no fiscal impact to the department. *Sufficient fund balance in Fund 131 is available.*

COMMUNITY HEALTH  
 DEVELOPMENTAL DISABILITIES  
 MAIN: (360) 385-9400  
 FAX: (360) 385-9401

**PUBLIC HEALTH**  
 ALWAYS WORKING FOR A SAFER AND  
 HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
 WATER QUALITY  
 MAIN: (360) 385-9444  
 FAX: (360) 379-4487

**RECOMMENDATION:**

JCPH management request approval of the Contract Agreement – Jefferson Mental Health Services for School Based Health Center, Amendment #1; September 1, 2010 – June 30, 2011; add'l \$2,000 total \$59,750

**REVIEWED BY:**

  
Philip Morley, County Administrator

5/31/11  
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 September 1, 2010 for Professional Services to be provided in connection with services in the school districts of Chimacum, Port Townsend and Quilcene for Jefferson County, WA.

**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, 2011.
2. The Contractor will continue to provide enhanced mental health intervention and treatment services for children or youth grades 6-12 who identify with mental health issues.
3. Contractor will provide additional counselor hours at Chimacum High School to meet the needs of the students.
4. Contractor shall have discretion to determine which professional on its staff will provide some or all of the additional counselor hours at Chimacum High School.
5. The parties agree to an additional amount of \$2,000.00 in funding for services rendered during the term of this contract amendment.
6. Total compensation under this Agreement shall not exceed \$59,750.00 without an express written amendment signed by both parties.
7. All other terms and conditions of the agreement will remain the same.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2011

**By:** \_\_\_\_\_  
John Austin, Chairman  
Jefferson Board of County Commissioners

**By:** Sam Markow, EXEC DIR  
Sam Markow  
Executive Director

Approved as to form only:  
David Almy 5/31/11  
Jefferson Co. Prosecutor's Office

**CONTRACT AGREEMENT**  
**For Professional Services**  
**Between**  
**Jefferson Mental Health Services**  
**And**  
**Jefferson County**

This Contract for Professional Services is entered into between Jefferson County, herein referred to as the "County" and Jefferson Mental Health Services (JMHS), herein referred to as the "Contractor".

**Section 1: PURPOSE:**

THIS AGREEMENT is made and entered into to provide services in the school districts of Chimacum, Port Townsend, and Quilcene for Jefferson County, Washington.

The COUNTY and three (3) school districts agree to cooperate in order to provide enhanced mental health intervention and treatment services for children or youth grades 6-12 who identify with mental health issues. The hours will be distributed as 1.5 days in Quilcene SD, 2 days in Port Townsend SD, and 3 days in Chimacum SD.

**Section 2: TERMS:**

This Agreement shall commence on September 1, 2010 and continue through June 30, 2011 unless terminated as provided herein. The agreement may be extended beyond June 30, 2011 upon mutual written consent of the County and the Contractor.

**Section 3: SCOPE OF AGREEMENT:**

Jefferson Mental Health Services (JMHS) will provide the services of a Child and Family Therapist, who will perform individual and group counseling services at Jefferson County School-Based Health Clinics (SBHC) as part of a comprehensive team of clinical and non-clinical health professionals and school personnel. In addition, the Child and Family Therapist shall attend monthly meetings with other Jefferson County Public Health (JCPH) staff and attend SBHC trainings. The JMHS Child and Family Therapist shall provide:

- The development of goals and objectives for the school year to the SBHC Advisory Committee.
- Short-term counseling, support, and referral for youth and their families enrolled at the High Schools.
- Group and individual counseling for youth and their families enrolled at the High Schools on a variety of issues and concerns including, but not limited to, anger management, depression, stress, conflict resolution, relationship issues, feelings of suicide, counseling for grief or loss, sexual and physical abuse, eating disorders, and domestic violence.
- Ongoing collaboration and weekly consultation with the SBHC team of health and school professionals.

- Effective and efficient clinical services using best practice standards.
- All necessary clinical and administrative records for the SBHC.
- Data collection on number and types of services provided for the SBHC to the SBHC Advisory Committee.
- Yearly report of activities and services provided, which are submitted to the JCPH Contract Representative.

**A. Contract Representatives:**

JCPH and JMHS will each have a contract representative who will have responsibility to administer the contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

JCPH Contract Representative

Jean Baldwin, Director  
 Jefferson County Public Health  
 615 Sheridan St.  
 Port Townsend, WA 98368  
 (360) 385-9400

Contractor's Contract Representative

Sam Markow, Executive Director  
 Jefferson Mental Health  
 PO Box 565  
 Port Townsend, WA 98368  
 (360) 385-0321

**Section 4: COMPENSATION:**

The CONTRACTOR will be reimbursed for all work performed under the terms of this contract. The total amount payable under this Contract by County to CONTRACTOR, for 2010-2011 school year, shall not exceed \$57,750.00 in the completion of this project without express written amendment signed by both parties to this Agreement.

- CONTRACTOR shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368, Attn: Finance Department, once a month for payment of work actually completed to date.
- The Contractor may submit invoices to the County, monthly, 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.
- The County will make final payment of any balance due the Contractor promptly upon determining that i) the Contractor has completed its obligations under this Agreement and ii) the County can and does accept the work performed by the Contractor.

- 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.

**Section 5: 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 6: INSURANCE:**

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

- A. Commercial Automobile Liability 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 \$300,000 each occurrence. Contractor shall provide proof of insurance to the County c/o Contracts Manager at Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.
- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate. Contractor shall name Jefferson County Public Health as additional insured.
- C. All employees or subcontractors of the CONTRACTOR who are required to be professionally licensed or certified by the State in the performance of services under this agreement shall maintain individual 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. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

**Section 7: CONFIDENTIALITY:**

CONTRACTOR, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by JCPH or acquired in performance of the Contract as required by HIPAA and other privacy laws. This Contract, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

**Section 8: 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 County will grant shared use of said materials. 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 except in the case of shared use as stated above. 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. Each party may, with no further permission required from the other party, publish to the web, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the Project.

#### Section 9: **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 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 Jean Baldwin, Director, 615 Sheridan, Port Townsend, and WA 98368 for payment by the last working day of the month.

#### Section 11: **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 12: **TERMINATION**

The County reserves the right to terminate this contract in whole or in part, with 30 days 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.

A. This agreement may also be terminated as provided below:

1. With 30 days notice by the Board of County Commissioners for any reason, or

2. With 30 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With 30 days notice by the Contractor by voluntary resignation.

**Section 13: MODIFICATION**

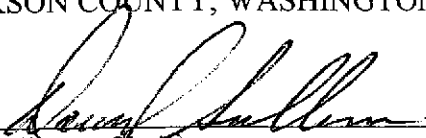
This professional services agreement may be modified at any time by written agreement of all parties.

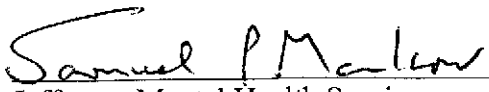
**Section 14: INTEGRATED AGREEMENT**

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.

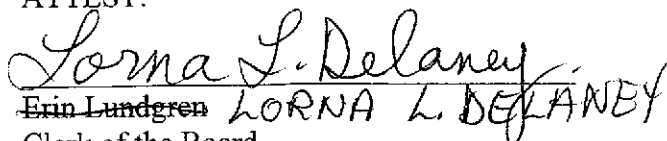
Approved this 9<sup>th</sup> day of August, 2010.

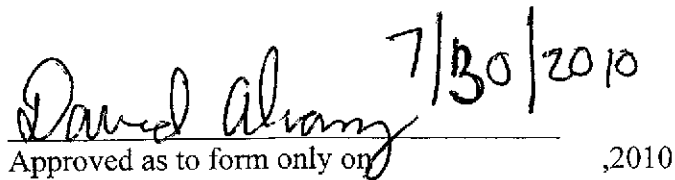
BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

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

  
\_\_\_\_\_  
Samuel P. Marlow  
Jefferson Mental Health Services

ATTEST:

  
\_\_\_\_\_  
~~Erin Lundgren~~ LORNA L. DELANEY  
Clerk of the Board

  
\_\_\_\_\_  
Approved as to form only on 7/30/2010, 2010  
By Deputy Prosecuting Attorney David Alvarez



## Scope of Work

### RESPONSIBILITIES:

#### **The Jefferson Mental Health Services, as a contracted provider, agrees to:**

- A. Work with identified youth and their families throughout the school year.
- B. Work closely with school employees including: principals, teachers, counselors. Also work with the school based clinic staff.
- C. Work collaboratively with local mental health and substance abuse treatment agencies for identified clients.
- D. Provide licensed therapists who consistently staff each site with the same person except for need for personal leave. Exceptions may only be made with the written approval of the County, should the Contractor be unable to fill the positions. Background checks are required for all employees.
- E. Provide crisis interventions.
- F. Provide on-going individual therapy as needed, when youth are not eligible to receive services through the public mental health system.
- G. Run groups as appropriate.
- H. Work with children or youth to provide support services and referral to mental health or other treatment programs. Assist with the application and eligibility paperwork necessary to receive outside services.
- I. Parents or guardians of children or youth may be contacted as necessary.
- J. Consult with and advise school staff regarding children or youth with mental health issues.
- K. Assist school staff in identifying and developing strategies to assist students with mental health issues.
- L. Work with social services or other agencies as needed for dually served children or youth with mental health or chemical dependency issues.
- M. Provide clinical and supervisory oversight for the therapist providing services in this program.
- N. Ensure Mental Health Professional (MHP) staff adheres to appropriate school protocol in the implementation of programming.
- O. Maintain a secure and confidential records system guaranteeing HIPPA.
- P. Bill where appropriate
- Q. Yearly report on client (students and families), utilization, referrals, outcomes.

**School Districts agree to:**

- A. Educate school teachers and staff about the availability of the referral process for the “Partnership for Health” to assure mutual understanding of proceedings and requirements.
- B. Identify students who may need mental health intervention and refer individuals for screening or services.
- C. Refer appropriate individual to the contracted provider or Jefferson Mental Health for services, including necessary contact information as needed. Participate in case management meetings as necessary.
- D. Introduce MPHs to each building principal, counselor and other staff, and provide an overview of building protocol.
- E. Meet monthly with Mental Health agency and school providers for first 90 days after program implementation, then quarterly thereafter, or more frequently if needed.
- F. Assist with data collection.
- G. Provide space and access to a data connection for confidential mental health services for the professional and the student.