



JEFFERSON COUNTY PUBLIC HEALTH

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

December 3, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: Dec 12, 2011

SUBJECT: Agenda Item – Contract Agreement – Safe Harbor Recovery Center;
January 1, 2012 – December 31, 2012; \$113,228.64

STATEMENT OF ISSUE:

Jefferson County Public Health, as the fund manager of the 1/10 of 1% sales tax treatment funds, is requesting Board approval of the Professional Services Agreement for Substance Abuse treatment with Safe Harbor Recovery Center; January 1, 2011 – December 31, 2011; \$113,228.64

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

This is a one year contract between JCPH and Safe Harbor Recovery Center (SHRC) to provide services previously negotiated by the BoCC Advisory Committee.

This contract funds SHRC to serve additional Jefferson County citizens seeking Substance Abuse treatment. The treatment partnership with Jefferson Mental Health Services, to treat people with co-occurring disorders, is included in these Substance Abuse services. Substance Abuse treatment is a priority identified by the committee who chose to allocate the largest percentage of these funds to adults with mental health and substance abuse problems.

Through this contract, services will be increased for Jefferson County citizens who have no other source of payment for services.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This is sales tax revenue raised by the County in the 1/10 of 1% Fund and is allocated by the BOCC with advise from Mental Health/Chemical Dependency Committee. The contract states if the sales tax revenue decreases the vendor will be contacted and the contract may be renegotiated. SHRC responded to a local Request for Proposal which was reviewed and chosen by the Committee.

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

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RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement for Substance Abuse treatment with Safe Harbor Recovery Center; January 1, 2012 – December 31, 2012; \$113,228.64

REVIEWED BY:


Philip Morley, County Administrator

12/9/11
Date

(Routed to all Public Health Managers)

CONTRACT AGREEMENT
By and Between
Safe Harbor Recovery Center
And
Jefferson County
For Mental Health (MH) & Chemical Dependency (CD) Treatment 2012

Section 1: PURPOSE:

THIS AGREEMENT for Professional Services is entered into between Jefferson County herein referred to as the "County" and Safe Harbor Recovery Center (SHRC), herein referred to as the "Contractor" to provide alcohol and substance abuse treatment services to individuals impacted by mental health/substance abuse issues in Jefferson County, Washington.

Section 2: TERMS:

This Agreement shall commence on January 1, 2012 and continue through December 31, 2012, unless terminated as provided herein.

Section 3: SCOPE OF AGREEMENT:

Contractor will increase chemical dependency treatment options to Jefferson county residents. Through the use of these funds the provider will increase the number of citizens eligible to receive Chemical Dependency Treatment. The goal of this funding and sales tax increase is to improve the quality of life for Jefferson County citizens by improving access to treatment and improving partnerships with Jefferson Mental Health. Clients who need services of one agency will be screened and referred, if necessary, to the other agency. These funds will be used to increase treatment services to citizens seeking substance abuse treatment and those who have a co-occurring Mental Health disorder.

A. Contract Representatives:

Jefferson County and SHRC 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

Teresa Wirth, Administrator
Safe Harbor Recovery Center
686 Lake St., Suite 400
Port Townsend, WA 98368
(360) 385-3866

Section 4: COMPENSATION:

The total amount payable shall not exceed \$113,228.64 in completion of this project without express written amendment signed by both parties to this Agreement. The parties acknowledge that funding for this contract is contingent on the continuation of sales tax revenue in 2012.

If the sales tax revenue decreases by five percent (5%) when applicable sales tax revenues are compared between the most recently completed quarter year and the same quarter year revenues for 2011, then this contract may be renegotiated. The parties acknowledge the funding connected to this contract is revenue of last resort and therefore Contractor will bill all other sources of revenue first.

- A. Contractor shall be paid for services as outlined in **Exhibit B – Fee Schedule**.
- B. Contractor shall submit invoices of actual cost to JCPH, 615 Sheridan St., Port Townsend, WA 98368, Attn: Finance Department, once a month for payment of work actually completed to date.
- C. The Contractor will submit invoices and report log to the County, monthly, for work completed to date. The County will review such invoices and report logs, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- D. 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.
- E. 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. The cost principles of OMB circular A-122, Cost Principles for non-profits is applicable to this award. (If the recipient does not have a previously established indirect cost rate, it agrees it will prepare its indirect cost rate proposal and /or cost allocation plan in accordance with OMB Circular A-122.)

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 undertaking the performance of mental health/substance abuse services under this agreement are required to be professionally licensed or certified by the State.
- 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.
- E. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies) it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Contractor.

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 this Agreement 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: 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 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, if applicable. 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.

Monthly Data Report Template will be submitted electronically to Jefferson County Public Health's Assessment contractor.

Section 11: **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 12: **DISPUTE RESOLUTION**

Any dispute or disagreement concerning the terms and obligations of this Contract shall initially be brought to the attention of the Public Health Director via a written document. The Public Health Director shall make her determination with reasonable promptness, i.e., a decision within ten business days shall be deemed to have been made with reasonable promptness. If the aggrieved party is not happy with that decision, then the Jefferson County Administrator (or as may hereafter be amended), will decide the appeal of the Director's decision.

Section 13: **MODIFICATION**

This professional services agreement may be modified at any time by written agreement of either party and may be modified if tax revenue decreases.

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 _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin, Chairperson

Ford Reader, President

Safe Harbor Recovery Center

ATTEST:

Elizabeth Hill, Clerk of the Board

Approved as to form only:

David Alvarez 12/9/2011
Jefferson Co. Prosecutor's Office

Exhibit A

Scope of Work

The Safe Harbor Recovery Center agency as a contracted provider, agrees to:

Codit Services

- A. Clinical and care management treatment services for additional Jefferson County citizens unable to bill other revenue sources (insurance, state funds...)
- B. Work collaboratively with local mental health and substance abuse treatment agencies for identified clients maintaining co-occurring disorder programs and treatment. Provide UA for co-occurring disorder clients.
- C. Background checks are required for all employees; to be redone for every employee every 3 years.
- D. Provide crisis interventions.
- E. Run groups as appropriate.
- F. Work with social services or other agencies as needed for dually served families with mental health or chemical dependency issues.
- G. Maintain a secure records system guaranteeing the confidentiality of PHI pursuant to HIPPA.
- H. Bill other sources revenues whenever they exist.
- I. Monthly report on client utilization, referrals, outcomes and required reporting using the Target system and/or other forms as specified by JCPH.
- I. Hire Chemical Dependency Licensed professionals and maintain training and education needs for those billing on this contract.
- J. Provide adequate office space for staff and client services, as well as waiting room, group room and private therapy areas.
- K. Group or individual therapy, or a combination of the two, of a specified duration, using evidence based models of treatment. Applicant will identify the number of clients seen, how often each week, and the number of hours per week and per month for treatment enrollment, also identify the aftercare plan weekly and monthly.
- L. Chemical dependency, mental health and/or COD assessment, treatment plan development and review, documentation of client progress (group and individual session notes), and aftercare planning and monitoring are documented and maintained for at least five years.
- M. Referral for mental health medication and monitoring as needed.
- N. Services need to be available through out the county.
- O. Preparation of progress reports if needed, e.g. to court

Chemical Dependency Outpatient Adult Treatment Services that are not covered by other sources of revenue (see Section 4: Compensation)

- A. Intake process. Paperwork includes tools for diagnosing chemical dependency and a client's honesty in responding to the questions on the various testing implements. This normally takes a client 1-2 hours to complete.
- B. Collect collateral information and driving record prior to the assessment process.
- C. Assessment process. A client meets with a counselor for approximately two hours. During this time all aspects of a client's life and use is obtained and data is entered into database. A written report is completed.
- D. Orientation process. Once it is determined that a client needs chemical dependency treatment, they schedule an appointment to complete the orientation in order to be admitted to treatment.
- E. Group therapy with treatment notes are entered into a paperless chart for each client.
- F. Individual sessions are scheduled regularly for each client in treatment at which time the client's treatment plan is reviewed
- G. Progress reports are prepared each month and sent to the courts, attorneys or for whomever there is a signed release by the client.

Drug Court assistant

Drug Court Assistant is to assist the Drug Court Administrator in all aspects of the Jefferson County Drug Court. This will include:

- A. Maintaining drug court rosters and working with Superior Court on maintaining the same.
- B. Prepare Drug Court calendar notes weekly which identifies the progress of each client currently in Drug Court.
- C. Communicates daily with counselors on various Drug Court requirements.
- D. Places phone calls to attorneys, courts, state agencies, other treatment facilities, transportation organization for clients to go to inpatient treatment.
- E. Filing Drug Court paperwork.
- F. Coordinates inpatient treatment for Drug Court clients. Working with inpatient treatment coordinators, courts, attorneys, and the jail and funding sources.

Exhibit B

Fee Schedule

Chemical Dependency Professional salary and benefits @ \$22.00/hour

Intake Services @ \$22.00/hour

Accounting @ \$22.00/hour

Clerical/data entry @ \$20.00/hour

Supervision/Program Management @ \$50.00/hour

overhead/indirect costs based in indirect rate (Section 4: Compensation, item F)

Lab Testing: urine drug screen @ \$12.00/UA

Not to exceed \$113,228.64 in completion of services for the duration of this contract without express written amendment.