



JEFFERSON COUNTY PUBLIC HEALTH

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

May 20, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: July 1, 2013

SUBJECT: Agenda Item – Contract Agreement – Jefferson Mental Health Services, Amendment #1; January 1, 2013 – December 31, 2013; update to Fee Schedule, Exhibit B

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 Contract Agreement – Jefferson Mental Health Services, Amendment #1; January 1, 2013 – December 31, 2013; update to Fee Schedule, Exhibit B

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

This contract funds JMHS serving 24-40 Jefferson County citizens seeking Mental Health treatment. The treatment partnership with Safe Harbor to treat people with co-occurring disorders is included in these Mental Health services. Mental Health treatment is a priority identified by the committee who chose to allocate the majority of these funds to adults with mental health and substance abuse problems.

The purpose of this amendment is to update the Fee Schedule, Exhibit B. JMHS recalculated their rates based on updated actual expenses.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no fiscal impact with this amendment. This contract will not exceed the original contracted amount of \$80,204 without an express written amendment.

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, Amendment #1; January 1, 2013 – December 31, 2013; update to Fee Schedule

REVIEWED BY:


Philip Morley, County Administrator

6/6/13
Date

(Routed to all Public Health Managers)

**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 January 1, 2013 for Professional Services, WA to provide mental health services to individuals impacted by mental health/substance abuse issues in 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 December 31, 2013.
2. The Contractor will be paid for services rendered in accordance with the updated Fee Schedule, Exhibit B.
3. All other terms and conditions of the agreement will remain the same.

Dated this 24th day of JUNE, 2013

By: _____
John Austin, Chair
Jefferson Board of County Commissioners

By: Sam Markow, EXEC DIR
Sam Markow
Executive Director

Approved as to form only:

Daryl Alving 6/7/13
Jefferson Co. Prosecutor's Office

Exhibit B

Fee Schedule

Mental Health Therapist @ \$23.64/hour

Mental Health Professional @ \$26.73/hour

Case Manager @ \$24.85/hour

Nurse @ \$27.84/hour

Psychiatrist @ \$99.55/hour

ARNP @ \$56.46/hour

Clinical Supervision @ \$42.20/hour

Project Management @ \$47.60/hour

Administrative Support for scheduling, billing and bookkeeping ranging from \$14.31/hour to \$40.03/hour

Not to exceed \$80,204 in completion of services for the duration of this contract without express written amendment.

CONTRACT AGREEMENT
By and Between
Jefferson Mental Health Services
And
Jefferson County
For Expanded Mental Health (MH) & Chemical Dependency (CD) Treatment 2013

Section 1: PURPOSE:

THIS AGREEMENT 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" to provide mental health services to individuals impacted by mental health/substance abuse issues in Jefferson County, Washington.

Section 2: TERMS:

This Agreement shall commence on January 1, 2013 and continue through December 31, 2013, unless terminated as provided herein.

Section 3: SCOPE OF AGREEMENT:

Contractor will increase mental health treatment options to Jefferson county residents as outlined in **Exhibit A**, herein incorporated by reference. Through the use of these funds the provider will increase the number of citizens receiving Mental Health services. 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 Safe Harbor Recovery Center. Clients who need services of one agency will be screened and referred, if necessary, to the other agency.

A. Contract Representatives:

Jefferson County 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 Services
PO Box 565
Port Townsend, WA 98368
(360) 385-0321

Section 4: **COMPENSATION:**

The total amount payable under this Contract by County to Contractor shall not exceed \$80,204.00 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 2013. If the sales tax revenue decreases by ten percent (10%) when applicable sales tax revenues are compared between the most recently completed quarter year and the same quarter year revenues for 2012, 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 monthly invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368, Attn: Finance Department, for payment of work actually completed to date.
- C. Invoices must be submitted by the 2nd Monday of the month for the previous month's expenses. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices may result in a denial of reimbursement.
- D. Contractor shall provide necessary backup documentation for all invoices including timesheets and statements. Any indirect charges require the submittal of an indirect cost methodology and rate using OMB Circular's A-87 and A-122.
- E. 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.
- F. 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 single limit of not less than \$500,000 per occurrence and an aggregate of not less than one million dollars (\$1,000,000) 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. General Liability (1) – with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following 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 (contractors only);
 4. Premises – Operations Liability (M&C)
 5. Independent Contractors and Subcontractors; and
 6. Blanket Contractual Liability.
- (1) Note: The County shall be named as an additional insured party under this policy.
- C. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate. Contractor shall name Jefferson County Public Health as additional insured.
- C. 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 service summary report to the County at the same time as invoices and must be submitted by the 2nd Monday of the month for the previous month's work. The monthly report shall contain the report of services and the total hours worked by which staff. The monthly report shall be submitted to Jefferson County Public Health, Attn: Finance Department, 615 Sheridan, Port Townsend, and WA 98368. The County will review such reports, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely reports may result in a denial of reimbursement.

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: 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 13: DISPUTE RESOLUTION

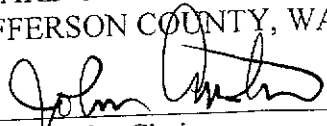
Any dispute or disagreement concerning the terms and obligations of this Contract shall initially be brought to the attention of the Public Health Director via a written document. The Public Health Director shall make her determination with reasonable promptness, i.e., a decision within ten business 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 14: **INTEGRATED AGREEMENT**

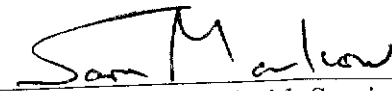
This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended only by written instrument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

Approved this 17th day of December, 2012

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON



John Austin, Chairperson

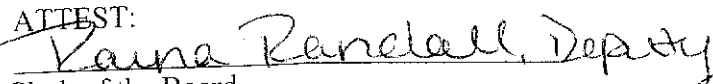


Jefferson Mental Health Services

Approved as to form only:

 12/12/12

Person Co. Prosecutor's Office

ATTEST:


Clerk of the Board

Exhibit A
Scope of Work

RESPONSIBILITIES:

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

1. Clinical and care management services for 24-40 yearly clients.
2. 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.
3. Background checks are required for all employees; to be redone for every employee every 3 years. The names of licensed therapists will be given to the County.
4. Provide crisis interventions.
5. Run groups as appropriate.
6. Work with social services or other agencies as needed for dually served families with mental health or chemical dependency issues.
7. Maintain a secure records system guaranteeing confidentiality of PHI pursuant to HIPPA.
8. Bill other revenues whenever they exist.
9. Monthly report on client utilization, referrals, outcomes and required reporting, in standard form(s) provided by JCPH.
10. Provide adequate office space for staff and client services, as well as waiting room, group room and private therapy areas.
11. Group or individual therapy, or a combination of the two, of a specified duration, using evidence based models of treatment.
12. 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.
13. Referral for mental health medication and monitoring as needed.
14. Care coordination with other involved agencies, and referral to supportive services such as housing, transportation and vocational services; tracking of client involvement in recommended services, including 12-step or comparable support.

15. Collection and preparation of data for internal and external evaluation purposes, and reporting to JCPH monthly with the invoice. Use forms supplied by JCPH for data.
15. Staffed by 1 (one) licensed mental health professional, with support staff to include nurse, supervision and contract administrator counselors who, between them, are state-credentialed in mental health and chemical dependency or co-licensed; as well as one Bachelor's-level care manager. The mental health counselor will be a master's level practitioner.
16. Agency oversight regarding record keeping, data collection, legal and ethical issues and standards of care are updated and meet State of Washington standards.
17. Opportunities for regular clinical supervision and psychiatric consultation are available for staff on a regular basis.
18. Services are available throughout the county.
19. Provide Cedit Data including:
 - Number of intakes, groups individual sessions, psychiatric visits, and case management visits provided
 - Age, sex, drug of choice, psychiatric diagnosis of clients
 - Referrals to other agencies
20. Attend and report to the Mental Health Substance Abuse Sales Tax Advisory Committee twice during the duration of this contract period, at regularly scheduled meetings, with progress evaluation reports.

Exhibit B
Fee Schedule

Mental Health Professional @ \$19.00/hour

Case Manager @ \$20.00/hour

Clinical Supervision @ \$36.00/hour

Nurse @ \$20.00/hour

**Not to exceed \$80,204 in completion of services for the duration of this contract
without express written amendment.**