SJC Agreement No.
10HC.021

SAN JUAN COUNTY HEALTH AND COMMUNITY SERVICES
INTERLOCAL AGREEMENT FOR
MENTAL HEALTH SERVICES

FACE SHEET

PUBLIC AGENCY:  Lopez Island School District
                  86 School Road.
                  Lopez Island, WA 98261

PROGRAM:  School Based Mental Health Services

COUNTY CONTACT:  Barbara LaBrash, Human Services Manager
                  San Juan County Health & Community Services
                  POB 1146
                  Eastsound, WA 98245
                  360.370.0595

CONTRACT PERIOD:  September 1, 2009 to August 30, 2011

SOURCE OF FUNDS:  Mental Health Sales Tax

PURPOSE:  To provide enhanced mental health intervention and
          treatment services for children or youth and their families,
          grades K – 12, who are identified with mental health issues.

TOTAL FUNDS:  $59,500 Maximum
INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to
RCW 39.34.080 between San Juan County ("COUNTY"), and Lopez Island School District
("PUBLIC AGENCY").

WHEREAS, the COUNTY desires to enter into an interlocal agreement with the
PUBLIC AGENCY to perform certain services and/or tasks set forth below requiring specialized
skills and other supportive capabilities; and

WHEREAS, the PUBLIC AGENCY represents that the PUBLIC AGENCY is qualified
and possesses sufficient skills and the necessary capabilities, including technical and professional
expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The PUBLIC AGENCY shall perform such services and accomplish such tasks, including the
furnishing of all materials and equipment necessary, as are designated in the responsibilities of
PUBLIC AGENCY throughout this Agreement and as described in Exhibit A, attached and
incorporated herein.
2. **TERM**

The Project shall begin September 1, 2009 and shall be completed no later than August 30, 2011.

3. **COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall not exceed $59,500 as set out in the fee schedule attached as Exhibit B.

4. **ADMINISTRATION.**

This Agreement shall be administered by San Juan County Health and Community Services.

5. **INDEMNIFICATION.**

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent requires by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the PUBLIC AGENCY, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

The PUBLIC AGENCY shall also indemnify the COUNTY against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the PUBLIC AGENCY and any employees or volunteers of the PUBLIC AGENCY.

6. **INSURANCE**

A. The PUBLIC AGENCY will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance:

1. Comprehensive commercial general liability insurance in the amount of no less than $1,000,000 for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.
Each insurance shall be endorsed to include language containing a “cross liability” or “separation of insureds” indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the PUBLIC AGENCY.

2. Auto liability insurance with limits of no less than $1,000,000 for each person and/or $1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the PUBLIC AGENCY or his employees or agents. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.

B. The PUBLIC AGENCY shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of the COUNTY, the PUBLIC AGENCY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the PUBLIC AGENCY’S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS

A. The PUBLIC AGENCY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the PUBLIC AGENCY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The PUBLIC AGENCY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The PUBLIC AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
8. **EXTRA WORK**

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The PUBLIC AGENCY must submit its “request for equitable adjustment” or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

9. **OWNERSHIP OF WORK PRODUCTS**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the COUNTY, shall be forwarded to the COUNTY at its request, and may be used by the COUNTY as it sees fit.

10. **TERMINATION**

A. **Termination for Convenience.** The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the PUBLIC AGENCY. The PUBLIC AGENCY shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the PUBLIC AGENCY shall submit a termination claim to the COUNTY. If the PUBLIC AGENCY has any property in its possession belonging to the COUNTY, the PUBLIC AGENCY will account for the same, and dispose of it in the manner directed by the COUNTY.

B. **Termination for Cause.** If the PUBLIC AGENCY fails to perform in the manner called for in this Agreement, or if the PUBLIC AGENCY fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the PUBLIC AGENCY setting forth the manner in which the PUBLIC AGENCY is in default. The PUBLIC AGENCY will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
11. **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

12. **ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

13. **WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

14. **SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.
15. **ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

16. **NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

**SAN JUAN COUNTY**
**HUMAN SERVICES**
**P.O. BOX 1146**
**EASTSOUND, WA 98245**

**LOPEZ ISLAND SCHOOL DISTRICT**
**86 SCHOOL ROAD**
**LOPEZ ISLAND, WA 98261**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this ___ day of ___ April ___ 2010.

**LOPEZ ISLAND SCHOOL DISTRICT**
Linda Martin
Superintendent

**SAN JUAN COUNTY**
**HEALTH & COMMUNITY SERVICES**
John Manning
Director

Linda Martin 3-22-10

John Manning 4-1-10

**APPROVED AS TO FORM ONLY**
San Juan County Prosecuting Attorney
Randall K. Gaylord

**FINAL APPROVAL**
Pete Rose
County Administrator

By: Karen Vedder 3/3/10

Pete Rose

Date

Date
Exhibit A

STATEMENT OF WORK

The PUBLIC AGENCY shall provide mental health assessments, short-term counseling, and consultation services to school age children and families.

1. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES

The PUBLIC AGENCY shall comply with all applicable federal and state statutes, regulations and operational policies whether or not a specific citation is identified in various sections of this Agreement, and all amendments thereto that are in effect when the Agreement is signed, or that come into effect during the term of the Agreement, which may include but are not limited to, the following:

   a. Title XIX and Title XXI of the Social Security Act and Title 42 of the Code of Federal Regulations.
   b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
   c. All local, State and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Agreement.
   d. Those specified in Title 18 RCW for professional licensing.
   e. Reporting of abuse as required by RCW 26.44.030.
   f. RCW 38.52, 70.02, 71.05, 71.24, and 71.34.
   g. WAC 388-865.
   h. 42 CFR 438, including 42 CFR 438.58 (conflict of interest) and 42 CFR 438.106 (physician incentive plans).
   i. The State Medicaid Manual (SMM), Office of Management and Budget (OMB) Circulars, the Budgeting, Accounting, and Reporting System (BARS) Manual, and BARS Supplemental Mental Health Instructions.
   j. Any applicable federal and state laws that pertain to Medicaid enrollee or consumer rights. Lopez Island School District shall ensure that their staff takes those rights into account when furnishing services to consumers.
   k. Any policies and procedures developed by Medical Assistance Administration for compliance with WAC 388-519-0110, which governs the spend down of client assets.
   l. Federal and State non-discrimination laws and regulations.
   m. The Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160-164.

2. CONFIDENTIALITY OF CLIENT INFORMATION

Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients may be disclosed for purposes directly concerning the administration of this Agreement. Purposes include, but are not limited to:
a. Establishing eligibility.
b. Determining the amount of medical assistance.
c. Providing services for recipients.
d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.
e. Assuring compliance with Federal and State laws, regulations, with terms and requirements of this Agreement.
f. Improving quality.

The PUBLIC AGENCY shall protect all information, records and data collected from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCW’s 70.02, 71.05, and 71.34, HIPAA, and for service recipients receiving alcohol and drug abuse services, in accordance with 42 CFR Part 2. The PUBLIC AGENCY shall have a process in place to ensure that all components of its network and system understand and comply with confidentiality requirements for publicly funded mental health services.

The PUBLIC AGENCY shall ensure that access to the information is restricted to persons or agency representatives who are subject to standards of confidentiality that are comparable to those of San Juan County Health and Community Services and DSHS.

The parties acknowledge that coordination, planning, screening and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance and to provide medically necessary mental health services are all “purposes directly connected with the administration of the Agreement”, and are all appropriate justifications for sharing information.

The PUBLIC AGENCY shall assure that all staff providing services under this Agreement receive annual training on confidentiality policies and procedures. In addition, the PUBLIC AGENCY shall assure that all staff providing services under this Agreement signs an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in the PUBLIC AGENCY personnel files.

3. SUBCONSULTANTS

The PUBLIC AGENCY may sub-consult services to be provided under this Agreement subject to the following requirements.

a. The PUBLIC AGENCY shall be responsible for the acts and omissions of any sub-consultant.
b. The PUBLIC AGENCY must ensure that the sub-consultant neither employs any person nor contracts with any person or Community Mental Health Agency (CMHA) excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or suspended per this Agreement’s General Terms and Conditions.
c. The PUBLIC AGENCY shall require sub-consultants to comply with all applicable federal and state laws, regulations and operational policies as specified in this Agreement.

d. The PUBLIC AGENCY shall ensure a process is in place to demonstrate that all third-party resources are identified and pursued.

e. The PUBLIC AGENCY shall oversee, be accountable for and monitor all functions and responsibilities delegated to a sub-consultant on an ongoing basis including formal reviews. The PUBLIC AGENCY will monitor performance of the sub-consultants on an annual basis and notify San Juan County Health and Community Services of any identified deficiencies or areas for improvement requiring corrective action by the PUBLIC AGENCY.

f. The PUBLIC AGENCY shall ensure that all sub-consultants are in writing and that sub-consultants specify all duties, reports and responsibilities delegated under this Agreement. Those written sub-consultants shall:

i. Require sub-consultants to hold all necessary licenses, certifications and/or permits as required by law for the performance of the services to be performed under this Agreement.

ii. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the sub-consultant fails to comply with the terms of the subcontract.

iii. Require that the sub-consultant correct any areas of deficiencies in the sub-consultant’s performance that are identified by the San Juan County Health and Community Services.

iv. Require best efforts to provide written or oral notification within 15 working days of termination of a Mental Health Care Provider (MHCP) to consumers currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the sub-consultant.

4. BACKGROUND CHECK:

All person’s involved with unsupervised access to children will have a Background Check through the Washington State Patrol in order to present evidence of “good moral character and personal fitness”.

5. SERVICES TO BE PROVIDED

The PUBLIC AGENCY shall provide the following:

a. On-campus Mental Health Counselor and Child Mental Health Specialist: To conduct observations of identified students, individual and group counseling; family counseling, on-going follow-up and case management, education and consultation with staff, and participation on the Student Focus Team. Minimum qualifications for personnel performing this service are defined in section 7b below.
b. Enhanced hours of the School Psychologist at least one day per month for expanded classroom observations, individual and group counseling, and participation on the Student Focus Team.

c. Contracted professional mental health services such as referrals to psychologists, psychiatrists, child mental health specialists or licensed mental health counselors for identified students and their families.

Reporting Data:

a. Number of school aged students and/or family members served  
b. Age of student  
c. Number of sessions  
d. Type of service provided  
e. Bilingual services provided  
f. Number referred to Medicaid  
g. Number engaged in Medicaid services upon referral.  
h. Outcomes from parent meetings  
i. Student and parental/guardian satisfaction surveys  
j. Graduation rates  
k. Standardized test scores,  
l. Grades  
m. School attendance  
n. Other applicable measures of school success

Performance Measures:

a. Lopez Island School District shall provide: enhanced mental health intervention and treatment services for children or youth and their families, grades K – 12 or ages 5 – 18 with the exception of students ages 19 – 21 on an individualized Education Plan (IEP), within the geographic district, who are identified with mental health issues.

b. Access to services shall be provided to home and privately schooled students and their families.

c. Services shall be provided during the summer months.

d. Individual counseling and family therapy may be provided when children and youth are not eligible to receive needed services through the public mental health system or for services not covered by Medicaid.

e. Individual and family counseling may be provided to Medicaid eligible individuals during the period of transition to Medicaid services. This transition period shall not exceed ninety (90) days from the date of school referral until the point of engagement with Medicaid services.

6. REPORTING REQUIREMENTS

The PUBLIC AGENCY shall provide monthly reports on number of individuals served by population (age), number of service hours and type of service, and total charges. The
PUBLIC AGENCY shall provide such reports in a timely manner and additional
documentation as requested.

In February and June of each calendar year, Lopez Island School District will provide
progress reports that shall include:

a. The Reporting Data identified in section 5 above,
b. Summary narratives of program successes,
c. Summary narratives of concerns and problems that arose within the period, along
   with the steps taken to address them.

The PUBLIC AGENCY shall maintain documentation of the services described in this
Agreement, including documentation of related outcomes and actual costs.

7. PERFORMANCE STANDARDS

In carrying out its responsibilities under this Agreement, The PUBLIC AGENCY shall
comply with the following performance standards.

a. All professional outpatient mental health services provided under this Agreement
   shall be within the normal range of services for this industry and comply with
   State laws, regulations, and WACs, and meet with the industry’s ethical
   standards.

b. Minimum qualifications for personnel providing mental health counseling and
   Child Specialist services under this Agreement shall be a Post Graduate Mental
   Health Counselor or Licensed Mental Health Counselor Associate; Licensed
   Marriage and Family Therapist or Licensed Marriage and Family Therapy
   Associate; or a Licensed Social Worker or Licensed Social Worker Associate as
   defined by Revised Code of Washington (RCW) 18.19 and Washington
   Administrative Code (WAC) 246-809.

Prior to providing professional counseling services, including Mental Health Counseling
and Child Specialist services under this Agreement, the PUBLIC AGENCY shall obtain
from provider’s either:

a. Copy of the provider’s WA State license to perform counseling; a copy of a
   Washington State Patrol (WSP) Background Check; OR

b. Documentation demonstrating compliance with WAC 246-809-130 to be
   Supervised Post Graduate Provider; copy of documentation from Approved
   Supervisor that has been submitted to comply with WAC 246-809-134; letter
   from PUBLIC AGENCY and Approved Supervisor acknowledging that all
   services provided under this Agreement will be supervised as per State laws,
   WACs, and regulations; a copy of a WSP Background check.

The PUBLIC AGENCY shall provide the County with copies of licenses of providers
with the first request for reimbursement for services provided by specific provider.
Exceptions to the above minimum standards may only be made with prior written approval of the County.

Reimbursement for services provided under this Agreement shall be contingent upon the receipt of said licenses. No costs for services will be reimbursed without proof of licensure.

a. If the PUBLIC AGENCY sub-consults for the provision of services under this Agreement it shall maintain documentation of its oversight and monitoring of sub-consultants who are providing services described in this Agreement, including documentation of related outcomes and actual costs, and provide such documentation when requested by San Juan County Health and Community Services, Human Services Division.

b. All services provided under this Agreement shall be provided in a culturally competent manner.

8. FINANCIAL REPORTING

The PUBLIC AGENCY shall provide the following reports to San Juan County Health and Community Services, Human Services Division:

a. San Juan County Health and Community Services shall pay an amount not to exceed the maximum consideration specified in this Agreement for the satisfactory performance of all work set forth in the Agreement.

b. The PUBLIC AGENCY shall submit a completed **monthly invoice** no later than 30 days following the month in which services were provided. The **monthly invoice** must include the following information:

   i. Number of individuals served by population (age).
   
   ii. Number of service hours and type of service (i.e., counseling, assessment, or consultation).
   
   iii. Total charges, based on the PUBLIC AGENCY’s standard billing rates for the services provided.

c. The PUBLIC AGENCY shall submit the invoice and documentation to the San Juan County Health and Community Services, Human Services, POB 1146 Eastsound, WA 98245.

9. USES AND USE RESTRICTIONS

The PUBLIC AGENCY shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement.

San Juan County Health and Community Services shall pay the PUBLIC AGENCY only for authorized services provided in accordance with this Agreement. If this Agreement is terminated for any reason, San Juan County Health and Community
Services shall pay only for services authorized and provided through the date of termination.

The PUBLIC AGENCY shall not bill San Juan County Health and Community Services for services performed under this Agreement, and San Juan County Health and Community Services shall not pay the PUBLIC AGENCY, if the PUBLIC AGENCY has charged or will charge the State of Washington or any other party under any other contract or Agreement for the same services.
**Exhibit B**

**FEE SCHEDULE**

**FINANCIAL PROVISIONS - REIMBURSEMENT REQUIREMENTS**

The consideration to be paid by San Juan County Health and Community Services for the work to be provided by the PUBLIC AGENCY pursuant to this Agreement shall not exceed $59,500. The consideration by San Juan County Health and Community Services, Human Services to the Consultant pursuant to this Agreement shall be paid upon receipt of an invoice that meets the requirements of Exhibit A Paragraph 8b. Final billing under this Agreement must be submitted by November 30, 2011.

The PUBLIC AGENCY may hire outside Consultants for services set out in Exhibit A, Paragraph 5c. Payment for professional counseling services will not exceed the rate of $90 per hour.

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<thead>
<tr>
<th>Budget (based on hourly services)</th>
<th>Not To Exceed</th>
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<tbody>
<tr>
<td>On site Mental Health Professional</td>
<td>$34,000</td>
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<tr>
<td>Professional services</td>
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<tr>
<td>Expanded hours for School Psychologist</td>
<td>$8,000</td>
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<tr>
<td>Total maximum contract budget 09/1/2009 – 08/30/2011</td>
<td>$59,500</td>
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