SJC Agreement No.
12HC.014

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, 2011 to August 30, 2013

SOURCE OF FUNDS: 1/10 of 1% Mental Health and Chemical Dependency Sales
Tax Revenue

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: $69,500 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 Agreement shall begin September 1, 2011 and shall be completed no later than August 30,
2013.
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 & B. Fees for services shall not exceed $69,500 as set out in the fee schedule attached as Exhibit C.

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 which must be primary and non-contributory:

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 25th day of January 2012.

LOPEZ ISLAND SCHOOL DISTRICT
Bill Evans
Superintendent

[Signature]
1/10/2012
Date

SAN JUAN COUNTY
HEALTH & COMMUNITY SERVICES
John Manning
Director

[Signature]
12/30/14
Date

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

[Signature]
12/29/11
Date

FINAL APPROVAL
Pete Rose
County Administrator

[Signature]
Date
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.

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 receives 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 not be responsible for the acts and omissions of any subconsultant.

b. The PUBLIC AGENCY shall require all subcontractors to carry and maintain throughout the period of the Agreement, the following minimum insurance which must be primary and non-contributory:

   b.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.

b.2. Standard professional liability insurance covering damages resulting from errors or omissions of the SUBCONSULTANT. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding page 4, paragraph 5 INDEMNIFICATION of this agreement, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

c. 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 SUBCONSULTANT.

d. The PUBLIC AGENCY shall require all subconsultants to ensure they do not employ any person nor contract 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.

e. 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.

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

g. 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 shall develop a monitoring protocol for sub-consultants within 60 days of the execution of this Agreement and submit to The COUNTY for approval. The PUBLIC AGENCY shall collaborate with The COUNTY on the development of the protocol. The PUBLIC AGENCY shall ensure that all sub-consultants Agreements are in writing and that sub-consultants Agreements specify all duties, reports and responsibilities delegated under this Agreement. Those Agreements 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.

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:

h. 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 as needed. Minimum qualifications for personnel performing this service are defined in section 7b below.

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

j. Family Advocate/Homeless Liaison: In partnership with Family Resource Center and the Readiness to Learn grant, the family advocate will provide: ongoing outreach to families in need, including providing help with basic needs, transportation, medical appointments, homework assistance, parenting classes, outreach to families, and participation on Student Focus Teams as needed.

k. Primary Intervention Program (PIP) - In partnership with the Readiness to Learn grant activities, the PIP program will provide: therapeutic play opportunities for selected students, extended learning opportunities, and involvement in Student Focus Team meetings as needed per EXHIBIT B.

Mental Health Coordinator will provide the following: coordinate referrals, monitor student progress, coordinate meetings, including meetings with parents and prepare required year end grant reports.

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  
o. For Primary Intervention Program (PIP) see EXHIBIT B  

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.  
f. For Primary Intervention Program (PIP) Performance Measures see EXHIBIT B.  

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.

For Primary Intervention Program (PIP) Reporting Requirements see EXHIBIT B.

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

STATEMENT OF WORK:

The PUBLIC AGENCY will do all things necessary to operate and maintain a Primary Intervention Program (PIP) in accordance with this Agreement. The PUBLIC AGENCY further agrees performance of the following activities:

1. The PUBLIC AGENCY shall engage in such process and outcome evaluation practices and methods that will assist the PUBLIC AGENCY in assessing the effectiveness of its programs and that will assist the COUNTY in assessing the effectiveness of the statewide Community Mobilization Program. The PUBLIC AGENCY shall implement all requirements included in Community Mobilization Evaluation Protocols.

2. The PUBLIC AGENCY shall submit required reports by the date due using required forms according to the COUNTY's procedures. These reports and their due dates shall include, but not be limited to:

<table>
<thead>
<tr>
<th>REPORT</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Expenditure Report and Request for Reimbursement</td>
<td>The 10th of the month following the end of the month when expenditures were incurred. Reports shall be filed out monthly.</td>
</tr>
<tr>
<td>B. Activity Report (see Attachment I)</td>
<td>At the completion of each scheduled activity. Reports shall be filed at least at the end of the month following each six-month period in which activities were performed (July-December, January-June).</td>
</tr>
<tr>
<td>C. Year-End Summary Narrative Report</td>
<td>With pre/post test data, number of Students served, staff and volunteer hours</td>
</tr>
</tbody>
</table>

The PUBLIC AGENCY shall be obligated to submit required reports after the close of the Agreement period, or upon termination of the Agreement for any reason.
The PUBLIC AGENCY shall provide additional program data and information to the COUNTY when requested.

The PUBLIC AGENCY must obligate and spend 2011-2012 funds and local match within the period of performance beginning on July 1, 2011 and ending on June 20, 2012. Only funds obligated and expended during the period of performance will be considered as expenses to be reimbursed to the PUBLIC AGENCY.

SPECIAL CONDITIONS

This Agreement is subject to all administrative and financial requirements, including the timely submission of all financial reports, programmatic reports, and the resolution of all interim audit findings. Should you not adhere to these requirements, you will be in violation of the terms of this Agreement and the award will be subject to termination for cause or other administrative action as appropriate.

PROGRAM:

Lopez Island Primary Intervention Program

PURPOSE:

Provide Primary Intervention Program services to children from Kindergarten through the 3rd grade. This is a school-based, child-directed therapeutic play program.

ACTIVITIES:

Children spend 45 minutes per week in a specially designed playroom trained staff, experiencing child-directed therapeutic play. Staff for program delivery includes but is not limited to a Coordinator and a licensed Mental Health Consultant. In additional there may be small peer groups, depending on need, which focus on specific issues such as self-esteem, problem solving, social and friendship skills, anger management, families in transition, and grief & loss. Parent support is also offered.

NUMBER TO BE SERVED:

Up to 15 children

CSAP STRATEGY:

Education

RISK/PROTECTIVE FACTORS ADDRESSED BY THIS ACTIVITY:

Risk: Early and Persistent Anti-Social Behavior
ANTICIPATED OUTCOMES:

Overall program gain of at least 50% improvement in behavior based on the 7 areas of emphasis (Acting Out, Shy/Anxious Behavior, Learning Ability, Frustration and Tolerance Levels, Assertive Social Skills, Task Orientation Ability, Peer-Social Skills)

EVALUATION TOOLS:

TCRS Rating Scale – Pre and Post Testing

REPORTING REQUIREMENTS:

The PUBLIC AGENCY agrees to provide documentation as listed on the Program Activity Reporting Form as delivered by Washington State Department of Commerce. Reporting specifics include but are not limited to:

- Pre and Post Testing
- Number of unduplicated participants
- Participant demographics
- Measurement information
- Number of personnel providing services
- Year-end program evaluation (Attachment 1)
- Other reports as required by the COUNTY

Reported data is to be received by the end of February and June of each school year, unless the PUBLIC AGENCY has received approval for delay from the San Juan County Prevention Coordinator.

The COUNTY may withhold reimbursement payment if the PUBLIC AGENCY fails to submit required reports to County. Upon the PUBLIC AGENCY submittal of required reports, adequately performed, The County shall make payment to the PUBLIC AGENCY as provided herein. The PUBLIC AGENCY’ s failure to submit reports as specified is grounds for the COUNTY to terminate the Agreement as provided herein.

PRESS RELEASES:

The PUBLIC AGENCY agrees that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing project or programs funded in whole or in part with federal funds, the PUBLIC AGENCY and all Sub consultant’s receiving federal funds under this Agreement, including but not limited to state and local governments and school districts, shall clearly state:

1. The percentage of the total cost of the program or project which will be financed with federal funds and with state funds; and
2. The dollar amount of federal funds and state funds for the project.
The PUBLIC AGENCY agrees that any publication written, visual, or sound, but excluding press releases, newsletters, and issue analyses issued by the PUBLIC AGENCY or by any Sub consultant describing program or projects funded in whole, or in part, with federal or state funds under this Agreement, shall contain the following statement:

“This project was supported by a grant from the No Child Left Behind Act of 2001, U.S. Department of Education, Safe and Drug Free Schools and Communities Program, Governor’s Portion, and with State Violence Reduction and Drug Enforcement (VRDE) dedicated funds provided to the Washington State Department of Commerce to support the Community Mobilization Program. Points of view or opinions contained within this document do not necessarily represent the official position of the Washington State Department of Commerce, or the U.S. Department of Education.”

San Juan County may withhold reimbursement payment if the PUBLIC AGENCY fails to submit required reports to County Human Services Manager. Upon the PUBLIC AGENCY submittal of required reports, adequately performed, The COUNTY shall make payment to the PUBLIC AGENCY as provided herein. The PUBLIC AGENCY’s failure to submit reports as specified is grounds for the COUNTY to terminate the Agreement as provided herein.

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”.

SAFEGUARDING CLIENT INFORMATION:

The use or disclosure by any part of any information concerning a client, which is a person receiving CM services, for any purpose not directly connected with the administration of San Juan County’s or PUBLIC AGENCY’s responsibility, with respect to services provided under this Agreement, is prohibited except by written consent of the client or his or her legal representative. This provision should not be construed to prohibit disclosure of any public records subject to disclosure under Chapter 42.17 RCW.
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 $69,500. 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, 2013.

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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On site Mental Health Professional</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>7.75 hours per week for 46 weeks @ $35.06 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Professional Mental Health Services</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>5 12-hour contracts @ $75 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Advocate/Homeless Liaison</td>
<td>$5,500</td>
<td>$5,500</td>
</tr>
<tr>
<td>4.5 hours per week for 46 weeks @ $26.57 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Intervention Program</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>10 hours per week for 36 weeks @ $25 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Health Coordinator</td>
<td>$3,250</td>
<td>$3,250</td>
</tr>
<tr>
<td>2 hours per week for 45 weeks @ $36 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$34,750</td>
<td>$34,750</td>
</tr>
</tbody>
</table>
Activity Reporting

This form can be used to compile activity information to enter into the Safe and Drug Free Data System. All information is required unless otherwise noted.

Comments concerning the evaluation of the activity. Please number your responses & answer the following questions.

1. Please describe any evidence of this activity's effectiveness in meeting your program goals or impacting substance abuse or violence. For example, survey results, participant comments, attendance rates, etc.

2. What were your activity's successes?

3. What were your activity's shortcomings or areas of possible improvement?

Comments concerning the implementation of the activity. Please number your responses & answer the following questions.

4. If you are planning to continue the activity, will you be making any changes to your activity in response to perceived shortcomings or ideas for improvement? Please explain.

5. Are there any specific components of this activity that the CM funding allowed you to do that would not otherwise have been done?

6. (optional) Any other comments?

U:\W-Files\2-CMOB\2011-2012\PIP Program\LIPCA\Activity Reporting Form.doc
Activity Reporting

This form can be used to compile activity information to enter into the Safe and Drug Free Data System. All information is required unless otherwise noted.

Location

☐ Countywide (Check box if Activity provides services for participants throughout the county)

Location Name ______________________________________________

Address _______________________________________________________

Address continued __________________________________________________________________

City, State, Zip ________________________________________________

<table>
<thead>
<tr>
<th>Number of Activity Sessions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Service Hours</td>
<td></td>
</tr>
<tr>
<td>Number of Volunteer Hours</td>
<td></td>
</tr>
<tr>
<td>Number of Community Organizing Hours</td>
<td></td>
</tr>
</tbody>
</table>
Activity Reporting

This form can be used to compile activity information to enter into the Safe and Drug Free Data System. All information is required unless otherwise noted.

Participant Information

<table>
<thead>
<tr>
<th>Number of Unduplicated participants</th>
<th>#</th>
</tr>
</thead>
</table>

Race of Participants

- One per participant, total count must match total participant count
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Multi-racial
- TOTAL

Ethnicity of Participants

- Spanish, Hispanic, or Latino

Gender of Participants

- One per participant, total count must match total participant count
- Female
- Male
- TOTAL

<table>
<thead>
<tr>
<th>Age of Participants</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-K (Ages 0–4)</td>
<td>Grade 8 (Ages 13–14)</td>
</tr>
<tr>
<td>Kindergarten (Ages 5–6)</td>
<td>Grade 9 (Ages 14–15)</td>
</tr>
<tr>
<td>Grade 1 (Ages 6–7)</td>
<td>Grade 10 (Ages 15–16)</td>
</tr>
<tr>
<td>Grade 2 (Ages 7–8)</td>
<td>Grade 11 (Ages 16–17)</td>
</tr>
<tr>
<td>Grade 3 (Ages 8–9)</td>
<td>Grade 12 (Ages 17–18)</td>
</tr>
<tr>
<td>Grade 4 (Ages 9–10)</td>
<td>Young Adult (Ages 18–24)</td>
</tr>
<tr>
<td>Grade 5 (Ages 10–11)</td>
<td>Adult (25–64)</td>
</tr>
<tr>
<td>Grade 6 (Ages 11–12)</td>
<td>Seniors (+65)</td>
</tr>
<tr>
<td>Grade 7 (Ages 12–13)</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

- Has Large Event? If yes, use the Large Event Reporting Form to collect the necessary information.
Year End Evaluation

*This form can be used to compile Year End Evaluation information to enter into the State and Drug Free Data System.*

<table>
<thead>
<tr>
<th>Greatest challenge in implementing the PIP program</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Suggestions for improving the SDFSC program</td>
<td></td>
</tr>
<tr>
<td>Types of technical assistance you would like regarding SDFSC</td>
<td></td>
</tr>
<tr>
<td>Objective</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------</td>
<td>-------</td>
</tr>
</tbody>
</table>

This form can be used to compile Year End Objective information, as well as Program Highlight Information to enter into the Safe and Drug Free Data System.
Year End Outcome Reporting

This form can be used to compile Year End Objective information, as well as Program Highlight information to enter into the State and Drug Free Data System.

STUDENTS SERVED

<table>
<thead>
<tr>
<th>GRADES</th>
<th>PUBLIC SCHOOL STUDENTS</th>
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</thead>
<tbody>
<tr>
<td>Elementary School</td>
<td></td>
</tr>
<tr>
<td>Middle School</td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td></td>
</tr>
<tr>
<td>Preschool</td>
<td></td>
</tr>
</tbody>
</table>
Lopez Island School District  
86 School Road  
Lopez Island, WA 98261

Month of Service  

Invoice #  
Date  

TO:  
San Juan County Health & Community Services  
ATT: Barbara LaBrash  
P.O. Box 1146  
Eastsound, WA 98245

FOR:  
School Based Mental Health Services  
September 1, 2011 to August 30, 2012  
Agreement Number 11HC.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>RATE PER HOUR</th>
<th>AMOUNT</th>
<th>BUDGET</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Site Mental Health Professional</td>
<td></td>
<td>$35.06</td>
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<td>Family Advocate / Homeless Liaison</td>
<td></td>
<td>$26.57</td>
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<td>$5,500</td>
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<tr>
<td>Primary Intervention Program</td>
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<td>$25.00</td>
<td></td>
<td>$9,000</td>
<td></td>
</tr>
<tr>
<td>Mental Health Coordinator</td>
<td></td>
<td>$36.00</td>
<td></td>
<td>$3,250</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please show above TOTAL on Invoice as PROFESSIONAL SERVICES. Show Agreement/Contract No. on all Invoices.  
Attach Backup Documentation with this Worksheet.