SJC Agreement No.
14HC.012

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

PUBLIC AGENCY: Orcas Island School District
557 School Road.
Eastsound, WA 98245
(360) 376-1503

PROGRAM: School Based Mental Health Services

COUNTY CONTACT: Barbara LaBrash, Human Services Manager
San Juan County Health & Community Services
PO Box 1146
Eastsound, WA 98245
(360) 370-0595

CONTRACT PERIOD: September 1, 2013 to August 30, 2015

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: $116,500
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 Orcas 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 Exhibits A and B, attached and incorporated herein.

2. TERM
The Project shall begin upon the execution of this Agreement and shall be completed no later than August 30, 2015.
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 Exhibits A and B. Fees for services shall be in accordance with the fee schedule attached as Exhibit C and shall not exceed $116,500.

4. **ADMINISTRATION.**

This Agreement shall be administered by San Juan County Health & 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 required 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. 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.

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**  
**PO BOX 1146**  
**EASTSOUND, WA 98245**

**ORCAS ISLAND SCHOOL DISTRICT**  
**Attn: Keith Whitaker, Business Manager**  
**557 SCHOOL ROAD**  
**EASTSOUND, WA 98245**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 10th day of **February** 2013.

**ORCAS ISLAND SCHOOL DISTRICT**

Barbara Kline  
Superintendent

[Signature]  
2/13/14  
Date

**SAN JUAN COUNTY**  
**HEALTH & COMMUNITY SERVICES**

John Manning  
Director

[Signature]  
2/14/14  
Date

**APPROVED AS TO FORM ONLY**

San Juan County Prosecuting Attorney  
Randall K. Gaylord

[Signature]  
2/14/14  
Date

**FINAL APPROVAL**

County Manager  
Michael J. Thomas

[Signature]  
2/10/14  
Date
Exhibit A

Scope of Services

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. Orcas 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 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 (CMHAA) 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:

Create a system of services to provide mental health support for all students and to identify those students who need increased mental health support by:
a. Providing a Mental Health Program Coordinator to oversee the school-based mental health services program and the outreach to all school-aged children on Orcas Island. 340 hours per year.

b. Providing Mental Health Program Specialists at the Elementary and Middle School/High School levels to support students' mental and emotional health and to screen students for referral to group and/or individualized mental health care, as needed. 851 hours per year.

c. Providing a Primary Intervention Program (PIP) to screen and support Kindergarten through 3rd Grade students with a child-directed therapeutic play program as needed (per Exhibit B). 397 hours per year.

d. Providing for Outside Mental Health Counseling, both in-school and out-of-school, as needed. 125 hours per year.

Minimum qualifications for personnel performing mental health counseling services are defined in section 7b below.

Outcome Measures:

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. Orcas 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 shall be provided to home and privately schooled students and their families.

c. Counseling services shall be provided during the summer months, as needed.

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

The data shall be included in progress reports, provided to the COUNTY in February and June of each calendar year, which also include:

a. The Outcome Measures identified in section 5 above,

b. Summary narratives of program successes, and,

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 contract, 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 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 contract 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 contracted mental health counseling services provided under this contract shall be contingent upon the receipt of said licenses. No costs for these 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, PO Box 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>
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</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. <strong>Reports shall be filed monthly.</strong></td>
</tr>
<tr>
<td>B. Activity Report</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. Annual Expenditure Report</td>
<td>FY14 due June 20, 2014. FY15 due June 20, 2015.</td>
</tr>
<tr>
<td>E. Year-End Summary Narrative Report</td>
<td>With pre/post test data, number of Students served, staff and volunteer hours</td>
</tr>
</tbody>
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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.

PROGRAM:

Orcas Island Elementary Primary Intervention Program

PURPOSE:

Provide Primary Intervention Program curriculum 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 with a trained and supervised volunteer, experiencing child-directed therapeutic play. Staff for program delivery includes but is not limited to a Coordinator and a Mental Health Consultant. In addition, there are 8 weeks small peer groups 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.

TIMELINE FOR COMPLETION:

FY14 July 1, 2013 to June 20, 2014
FY15 July 1, 2014 to June 20, 2015

NUMBER TO BE SERVED:

22-24 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
- Programs that provided services
- Percentage and source of funding
- Systems recipients of services
- Year-end program evaluation

For FY14, Primary Intervention Program reported data is to be received on the 20th day of January and the 20th day of June 2014, and for FY15 on the 20th day of January and the 20th day of June 2015, unless the PUBLIC AGENCY has received approval for delay from the San Juan County Human Services Manager.

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.

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 42.56 RCW.
Exhibit C

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 be for the sum of $116,500. 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, in accordance with San Juan County Health and Community Service’s standard payment terms. Final billing under this contract must be submitted by November 30, 2015.

Payment for professional services will not exceed the rate of $90 per hour of counseling services.

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<tr>
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<tbody>
<tr>
<td>Mental Health Program Coordinator</td>
<td>$11,500</td>
<td>$11,500</td>
<td>$23,000</td>
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<tr>
<td>340 hrs/year at $33.82/hr</td>
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<tr>
<td>Mental Health Program Specialists</td>
<td>$27,750</td>
<td>$27,750</td>
<td>$55,500</td>
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<td>851 hrs/year at $32.61/hr</td>
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<tr>
<td>PIP Program</td>
<td>$11,500</td>
<td>$11,500</td>
<td>$23,000</td>
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<tr>
<td>397 hrs/year at $28.97/hr</td>
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<tr>
<td>Contracted Mental Health Counseling</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$15,000</td>
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<td>125 hrs/year at $60/hr</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

The PUBLIC AGENCY may shift up to 10% of the total funds governed by this agreement between categories of expense, provided that the shift does not constitute a significant change of the scope of work performed.