

COPY

December 17, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Professional Services Agreement with Estacada School District, for the
School Based Health Centers (SBHC) Building Mental Health Capacity

Purpose/Outcomes	This Agreement provides the basis for building Mental Health Services capacity at the Estacada School District SBHC.
Dollar Amount and Fiscal Impact	Contract maximum value is \$163,400.
Funding Source	Public Health Fund is receiving Grant funding from the State Public Health Authority – No County General Funds will be used.
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Dana Lord, Public Health Director – 503-655-8479
Contract No.	7448

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Estacada School District to build mental health services capacity. This Agreement is for the provision of a mental health specialist at the SBHC's. This agreement will allow earlier access to mental health services, reducing the number of crisis incidents. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

This contract is effective July 1, 2015 and continues through June 30, 2017. The agreement is retro-active due to late receipt of funding approval by the State.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Richard Swift, Director
 Health, Housing & Human Services

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

for

School Based Health Center Building Mental Health Services Capacity

Estacada School District

BOARD OF COUNTY COMMISSIONERS

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Don Krupp
County Administrator

Lane Miller
Purchasing Manager

Jeanne Weber
Contract Analyst

PROFESSIONAL SERVICES CONTRACT

Contract # 7448

This contract for professional services (this "Contract") is entered into by and between Clackamas County acting by and through its Health, Housing, and Human Services Department, Public Health Division, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and Estacada School District hereinafter called CONTRACTOR, to provide the services described below at the rates included in Attachment "A", which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE:

This Contract covers the services as described in Attachment "A" inclusive. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of the contract shall be **effective July 1, 2015 and continue through June 30, 2017.**

II. COMPENSATION:

- A. COUNTY agrees to compensate CONTRACTOR on a fee-for-services basis as provided for in Attachment "A" inclusive. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent County contract number #7448. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$163,400.**
- B. CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
1. CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this contract.
 2. This contract is not intended to entitle CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
 3. If CONTRACTOR has the assistance of other persons in the performance of this contract and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified and pay employees for the term of work in accordance with this contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.
- C. CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.
- D. CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

CONTRACTOR agrees:

- A.** If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B.** Pursuant to the requirements of state law, the following terms and conditions are made a part of this contract:
 - 1.** CONTRACTOR shall:
 - a.** Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this contract.
 - c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 - 2.** If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this contract.
 - 3.** CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - 4.** CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
 - 5.** This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
 - 6.** CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this contract.
 - 7.** To the extent CONTRACTOR is negligent, CONTRACTOR shall indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees), arising out of or based upon damage

or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.

8. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
 - a. Reducing or withholding payment;
 - b. Requiring CONTRACTOR to perform, at CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

B. Automobile Liability

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

C. Professional Liability

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

- D. If CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain

ESTACADA SCHOOL DISTRICT

Professional Services Contract # 7448

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qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of this contract.
- F. The insurance, other than the professional liability and workers compensation insurance, shall include COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to COUNTY under this insurance. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- G. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

V. SUBCONTRACTS:

CONTRACTOR shall be responsible to COUNTY for the actions of persons and firms performing subcontract work. CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

VI. TERMINATION-AMENDMENT:

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

ESTACADA SCHOOL DISTRICT
255 NE 6TH AVENUE
ESTACADA, OR 97023]

Entity Type/State of Formation
Donna C.

Authorized Signature
Executive Dir, Adm. Svcs.

Name / Title Printed
Donna Carcio

Date
12/8/15

Telephone / Fax Number
(503) 630-6871 / 503 630-8513

Oregon Business Registry #

**CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by:**

Richard Swift, Director
Health, Housing, and Human Services Department

Date

ATTACHMENT "A"
SCOPE OF WORK AND COMPENSATION

I. Purpose

This agreement provides the basis for a cooperative working relationship between the COUNTY and CONTRACTOR with the common goal of building Mental Health services Capacity to the School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to the Mental Health Expansions Project within the SBHC.

II. Scope of Work and Cooperation

CONTRACTOR agrees to:

- A. Provide a 1.0 FTE mental health specialist.
- B. Provide services that are culturally and linguistically appropriate for their target population.
- C. Track data related to mental health encounters and submit encounter data for all billable and non-billable services to State Program Office (SPO) four times during the contract period (January 15, 2016; July 15, 2016; January 15, 2017; and July 15, 2017)
- D. Participate in monthly check-in meetings with SPO.
- E. Submit 3 mid-project reports in December 2015, June 2016, December 2016 and a final report in June 2017. Guidance will be given on expected report content.

COUNTY agrees to:

- A. Work with CONTRACTOR to promote the mental health specialist services.
- B. Submit 3 mid-project reports in December 2015, June 2016, December 2016 and a final report in June 2017.
- C. Serve as liaison to SPO.
- D. Participate in monthly check-in meetings with SPO.

III. Liaison Responsibility

- A. Facilitate communication and cooperation between the CONTRACTOR and COUNTY to provide mental health services in the SBHC'S.
- B. Complete the scope of work as outlined under Section II.

Liaison from COUNTY is Jamie Zentner: JZentner@co.clackamas.or.us
Liaison from CONTRACTOR is Terri Lloyd.: lloydt@estacada.k12.or.us

IV. Compensation

COUNTY'S obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CONTRACTOR under this agreement shall not exceed \$163,400. The funds shall be distributed as follows:

FY 15 – 16 – County will pay Estacada \$6,748. Per month for a total of \$80,976.
FY 16 – 17 – County will pay Estacada \$6,869. Per month for a total of \$82,424.
Grand Total \$163,400.

V. Reporting Requirements

A. Fiscal Reports

a. CONTRACTOR shall submit monthly expenditure reimbursement invoices for true and verifiable costs and expenses related to implementation of the Mental Health Expansion Project. Invoices, must be itemized and reference contract # 7448. Invoices shall be submitted to COUNTY by the 10th of the month following expenditures

b. CONTRACTOR will submit Fiscal Reports to:

Clackamas County Public Health Division
Attn: Sherry Whitehead
2051 Kaen Road, #367
Oregon City, Oregon 97045

B. Performance Reporting

a. CONTRACTOR must submit qualitative and quantitative data based on reporting requirements set forth by the SPO.

b. CONTRACTOR will submit Performance Reports to:

Clackamas County Public Health Division
Attn: Jamie Zentner
2051 Kaen Road, #367
Oregon City, Oregon 97045