

Professional Services Contract
Contract Purchase Agreement No. ~~665208~~ *HOC, 625*

THIS AGREEMENT, entered this 1st day March, 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Sandra Jaecksch, MA, LMHC after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through an informal solicitation, is a licensed mental health counselor, and has the expertise to provide infant mental health consultation services for Public Health Nurses in the Nurse Family Partnership program.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning March 1, 2014, through December 31, 2014. The contract may be extended upon the mutual written consent of both parties for one (1) twelve (12) month period.

3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to section 11 of the Statement of

Work attached hereto and incorporated herein as Exhibit "A", according to the following:

A. Fees paid Contractor shall be \$75.00 per hour.

B. Total compensation shall not exceed \$5,000.00 without the mutual written consent of both parties.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent

negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. **Contract Documents:** Contract documents consist of this agreement and Exhibit "A", which consists of Statement of Work. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

10. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. **Changes:** County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. **Public records act:** Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Confidentiality. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act. County and Contractor agree to comply with the Business Associate Agreement attached hereto and incorporated herein as Exhibit "B".

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

19. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability and medical malpractice insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a

minimum of \$1,000,000 per occurrence contractor must carry commercial general liability insurance in the amount of \$1,000,000.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

APPROVED:
SANDRA JAECKSCH


Sandra Jaecksch, MA LHMC

APPROVED:
CLARK COUNTY ADMINISTRATOR


Mark McCauley

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney


Jane Vetto
Deputy Prosecuting Attorney

Exhibit A Statement of Work

Background

Infant mental health/mental health therapist for the Nurse-Family Partnership (NFP) and Children with Special Health Care Needs (CSHCN) nurse home visitors (NHVs) will support quality program implementation and nurse/supervisor development, retention, and stress reduction for NHVs. Clients with multiple risk factors including trauma history/high Adverse Childhood Experiences (ACEs) scores, living in unstable families or apart from family, and/or perinatal mood disorders, are at increased risk for impaired attachment relationships with their infant. Supporting these relationships through infant mental health-focused consulting with nurses supports the NFP (and CSHCN) program goal of: Improving Child Health and Development by Helping Parents Provide Sensitive and Competent Caregiving.

Scope of Work

An infant mental health specialist (IMHS)/mental health therapist will provide mental health consultation to the NHVs in the NFP and CSHCN) programs, and, on occasion to their clients, regarding the psychosocial needs of pregnant women, families with infants and toddlers, and/or families with CSHCN. Consultation will support the reflective capacity of the individual NHVs, supervisor and the team. The consultation process includes reflection, guidance, coaching and education. The mental health consultant will support the NHV as the expert on her clients and offer guidance and information in a non-judgmental manner, respecting professional boundaries and confidentiality. In performance of this work, the consultant will do the following:

1. Provide evidence of a criminal background check or complete one with the County, prior to visits with clients.
2. View the video, *Privacy, Security, and You: Protecting Patient Confidentiality Under HIPAA*; then sign the "Confidentiality and Information Security Agreement for Non-Employees" form prior to participating in case conferencing or meeting clients.
3. Participate in once a month NFP-CSHCN team case conferences, for 1 ½ to two hours, on a schedule mutually agreed upon by NFP supervisor and consultant, at the Center for Community Health.
4. Provide individual consultation to nurse home visitors who need support in working with actual, or potential, mental health concerns, including in-person or phone consultation, and joint home visits, as needed.
5. Support nurse home visitors in assessing client mental health status, implementing appropriate and safe interventions, recognizing boundaries and making effective referrals into the mental health system.
6. Assist nurse home visitors in developing individualized care plans for their clients.

7. Comply with all state and federal requirements regarding confidentiality of client records. Confidential information may not be disclosed to the public.
8. Maintain professional license or registration.
9. Advocate with providers; daycares and other entities on behalf of clients/families.
10. Sign a *Professional Service Agreement*.
11. Payment is at the mutually agreed upon rate of \$75.00 per hour. The consultant will send Clark County Public Health an invoice before the end of the last business day of each month. Payment will cover no more than an average of \$500/month for the following:
 - a) Consultation during team meeting(s)
 - b) One-on-one consultation, by phone or in-person, with PHN/NHV
 - c) Home visits with PHNs, including travel time to and from the Clark County Center for Community Health (CFCH), and, when contractor takes own car, mileage reimbursement at current county rate of 0.56 cents per mile

Skills and Abilities Required

12. Ability to understand both adaptive and maladaptive behaviors of mother-infant dyads, with an emphasis on attachment theory, trauma, mental health/illness, child/adolescent/adult development, and cultural competence.
13. High reflective capacity and ability to translate MH/IMH language and theory for non-mental health professionals. Knowledge of the Health Insurance Portability and Accountability Act (HIPAA).

Exhibit B

Business Associate Agreement

Definitions: Covered entity shall mean Clark County.
Business Associate shall mean Sandra Jaecksch, MA, and LMHC

Obligations & Activities of Business Associate:

1. Business Associate agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Health Information Portability and Accountability Act (HIPAA).
7. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. Business Associate agrees to provide to Covered Entity or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that such use or disclosure would not violate HIPAA.

Obligations of Covered Entity:

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for Covered Entity to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

Termination for Cause:

1. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either provide an opportunity for Business Associate to cure the breach or violation, or immediately terminate this Agreement if cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.