

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT:** Community Services

**DATE:** 02/04/16

**REQUESTED ACTION:** That the County Manager approve a grant-funded contract with Dr. Shirley Shen to provide clinical psychological services to youth involved with the Juvenile Recovery Court.

Consent     Hearing     County Manager

**BACKGROUND**

This grant-funded contract will provide psychological services to young people involved with the Juvenile Recovery Court. Dr. Shen will work closely with the Juvenile Recovery Court (JRC) and perform direct response to youth from team referrals, follow up for areas of concern, clinical assessments and diagnosis, crisis support, suicide risk assessments, care coordination with JRC staff and external providers, psychological interventions including individual and family counseling as well as therapeutic skills groups.

This contract, in a not-to-exceed amount of \$93,150, is funded entirely by a federal grant from the Substance Abuse and Mental Health Services Administration (SAMHSA).

**COUNCIL POLICY IMPLICATIONS**

There are no known council policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

There are no known administrative policy implications.

**COMMUNITY OUTREACH**

None

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$93,150
Account	Fund 1954 Alcohol and Drug
Company Name	Dr. Shirley Shen (Contract #2016-A-38)

**DISTRIBUTION:**

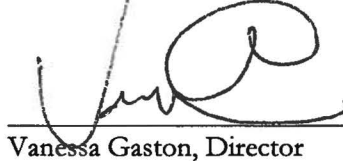
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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For questions please contact DeDe Sieler or Lynn Mueller at 360-397-2130.

 12/17/15

\_\_\_\_\_  
Lynn Mueller, Senior Management Analyst



\_\_\_\_\_  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_

**CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Mark McCauley, Acting County Manager**

DATE: \_\_\_\_\_

**BUDGET IMPACT ATTACHMENT – NONE**

**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

**PROFESSIONAL SERVICES CONTRACT #2016-A-38**

**between**

**CLARK COUNTY**

**and**

**DR. SHIRLEY SHEN  
14000 NW 29<sup>th</sup> AVENUE  
VANCOUVER, WA 98685  
503-998-6238**

THIS CONTRACT is entered into between **Clark County**, by and through its Department of Community Services, hereinafter referred to as the "County," and **Dr. Shirley Shen**, hereinafter referred to as the "Contractor." This Contract shall be in effect for the period of **January 18, 2016 through September 30, 2016** and shall have two 12-month extension options, subject to the written approval of both parties.

WITNESSETH

WHEREAS, the County desires to enter into a professional services contract for **psychological services for youth involved with the Juvenile Recovery Court**; and,

WHEREAS, the County has budgetarily provided for these services; and,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned or referenced as part of this contract, to be made and performed by the parties hereto, the parties agree as follows:

1. **APPLICABILITY OF LAW**

All Agreements and Statements of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that all Agreements and Statements of Work shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue for any litigation shall be Clark County, Washington.

The Contractor shall comply with the Revised Code of Washington (RCW), Washington Administrative Code (WAC), and all applicable federal, state, and local laws and regulations.

2. **CONTRACT NUMBER**

The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

**3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 3.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.
- 3.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
- (a) Checking the federal Excluded Parties List System (EPLS) at [sam.gov](http://sam.gov)
  - (b) Collecting a certification from the person or party; or
  - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
- 3.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

- 3.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

#### 4. DOCUMENTS INCORPORATED BY EXHIBIT OR REFERENCE

Each of the documents listed below are incorporated by exhibit or reference into this Contract and are fully set forth herein, including any amendments, modifications, any successors or supplements thereto:

- 4.1. State regulations including the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC)
- 4.2. The Juvenile Drug Court Enhancement grants awarded to Clark County by the Substance Abuse and Mental Health Services Administration (SAMHSA), Grant Number 1H79TI025478-01 and 5H79TI025478-02.
- 4.3. The Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA) attached hereto as Exhibit A.

#### 5. DRUG-FREE WORKPLACE POLICY

The Contractor shall have a "Drug-Free Workplace" Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities.

#### 6. DUPLICATION OF PAYMENT

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged against any other Contract, Statement(s) of Work, or other source.

#### 7. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

## 8. EMPLOYMENT VERIFICATION PROGRAM

- 8.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- 8.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
- 8.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- 8.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

## 9. FISCAL AUDIT

- 9.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- 9.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
- 9.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 9.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 9.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 9.3.3. Public Entities are exempt from the semi-annual financial reporting

requirement.

- 9.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- 9.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
  - 9.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
  - 9.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

## 10. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County



against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

## 11. INSURANCE

- 11.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$25,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- 11.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
- 11.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 11.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$500,000 per occurrence, with a \$1,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.
- 11.5. All insurers used must have an A.M. Best's Rating of A-VII or better. The

Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, PO BOX 5000, Vancouver, WA 98666-5000.

## 12. MODIFICATION

Either party may request changes in this Contract; however, no changes to this Contract shall be valid or binding upon either party unless such change is in writing, and executed by both parties.

## 13. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

The Contractor agrees to the following standards in satisfactorily performing the terms and conditions of all subsequent contracts:

- 13.1. Payment for services shall be made on a fee-for-service basis unless otherwise specified in the contract.
- 13.2. No payment shall be made for any service rendered by the Contractor except for services within the scope of this contract. All funds received must be used for services as identified in the contract.
- 13.3. In the event that Federal, State, County or Independent Auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowable by Federal, State and/or County rules and regulations, the County reserves the right to withhold or suspend payment to the Contractor until such time as the disallowed costs are recovered and the corrective action process has been completed.

## 14. RECORDS RETENTION

- 14.1. The Contractor shall retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of seven (7) years from the termination of the Contract.
- 14.2. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, the Contractor shall retain the related records until the litigation, audit, or claim has been finally resolved.

14.3. The Contractor shall make available to the County for review any documents and records that relate to the performance of duties or other requirements of this Contract.

## 15. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

## 16. WORK PRODUCTS

Work products developed as a result of this Contract will be owned by the County. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of the work performed under this Contract.

## 17. TERMINATION

If either party hereto fails to comply with the terms and conditions of this Agreement or subsequent contracts, the other party may pursue such remedies as are legally available including, but not limited to, the termination of the Agreement and/or contract in the manner specified herein.

17.1. Termination for Cause. The County may terminate this Agreement and/or a contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this agreement, unless the County concludes that the nature of the breach is such that immediate termination is clearly necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.

17.2. Termination for Non-Appropriation. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 17.3. Termination for Convenience. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 17.4. Terminations on Other Grounds. This Contract may also be terminated at any time by mutual written agreement of both parties.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- 18.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.
- 18.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 18.3. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
- 18.3.1. Checking the federal Excluded Parties List System (EPLS) at [sam.gov](http://sam.gov)
  - 18.3.2. Collecting a certification from the person or party; or
  - 18.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
- 18.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 18.5. The certification in this clause is a material representation of fact upon which

reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 18.6. Before hiring any new employee, the Contractor agrees to conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- 18.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

## 19. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

## 20. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and program, and accreditation and licensing of individuals, and any other applicable standards or criteria as specified in the contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Department of Community Services. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing the service.

## 21. WAIVER OF DEFAULT

If the County waives any breach of this Agreement by the Contractor on any occasion,

such waiver shall not be deemed to be a waiver of any subsequent breach of this Agreement by the Contractor.

22. ENTIRE AGREEMENT


The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this agreement does not constitute a waiver of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

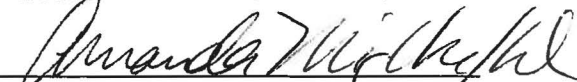
\_\_\_\_\_  
Mark McCauley, Acting County Manager

  
\_\_\_\_\_  
Dr. Shirley Shen, Clinical Psychologist

\_\_\_\_\_  
Date

2-1-16  
\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**STATEMENT OF WORK #1  
CONTRACT #2016-A-38  
JUVENILE RECOVERY COURT CLINICAL PSYCHOLOGIST**

STATEMENT OF WORK	REPORTING CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	TOTAL FUNDS
Clinical Psychologist	019477	Fee-for-Service	SAMHSA Juvenile Drug Court Enhancement Grant	566.220 CFDA #93.243	\$85,100
Supervision of Post-Doctoral Students			Fund 1952		\$8,050
<b>TOTAL</b>					<b>\$93,150</b>

1. SERVICE DESCRIPTION

SAMHSA awarded Clark County the Juvenile Drug Court Enhancement grant to address barriers to mental health resources for clients with co-occurring disorders and to provide those clients with follow-up mental health services. Current co-occurring services in the Juvenile Recovery Court are minimal. Available data indicates that forty-five percent of its clients present with a range of mental health conditions, family issues, abuse, and other trauma.

2. GOALS AND OBJECTIVES

2.1. Goal 1: To increase the number of youth in JRC who are accessing co-occurring treatment services.

Objective 1: To provide follow-up mental health assessments and/or co-occurring services, based upon GAIN mental health indicators, for at least 20 JRC youth per year.

Measurement: Number of follow-up screens conducted

Objective 2: To offer co-occurring counseling services and trauma-informed care, which may include DBT and other evidence-based practices, to 100% of JRC youth who indicate that mental health services are needed.

Measurement: Number of individual client sessions conducted

Measurement: Number of family counseling sessions conducted

Measurement: Number of therapeutic skills groups conducted

### 3. SERVICES TO BE PROVIDED

The Contractor shall work with the Juvenile Recovery Court (JRC) and perform the following:

- Direct response to youth from team referral based on GAIN results
- Follow up for areas of concern
- Assessment
- Diagnosis
- Crisis support
- Suicide risk assessments
- Care coordination with JRC staff & external providers
- Intervention, including individual/family counseling and therapeutic skills groups

Additionally, the Contractor shall train, coach, and provide supervision to two individuals in the post-doctorate program at the Juvenile Justice Center. The post-doctorate students are expected to participate in the Juvenile Recovery Court services and activities associated with this contract.

### 4. REQUIRED REPORTS

The Contractor shall provide a monthly report that details services provided and outcomes achieved. This information will be included with the submission of each claim voucher for payment. Payment requests will not be accepted without this report.

### 5. PAYMENT

The County shall make payment to the Contractor on a fee-for-service basis at the rate of **\$115.00 per hour** for a maximum of 810 total hours during the initial contract period. The total amount of this agreement shall not exceed **\$93,150**.



## **EXHIBIT A**

### **Business Associate Agreement and Qualified Service Organization Agreement**

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the “Agreement”) is entered into between Clark County Department of Community Services (the “Covered Entity”) and **Dr. Shirley Shen** (the “Business Associate”).

#### **Recitals**

A. Business Associate provides services to the Covered Entity (the “Services”) which may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

#### **Agreement**

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 **Electronic Protected Health Information or EPHI.** “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health

information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

## 2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

### 3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will 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.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate 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.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in

such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its 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 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the

Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

#### 4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

#### 5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

## 6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

## 6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services

Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

## 8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's

assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity:                      Clark County  
    Department of Community Services  
    ATTN: Contract Section  
    P.O. Box 5000  
    Vancouver, WA 98666-5000

If to Business Associate:                  Dr. Shirley Shen  
    14000 NW 29<sup>th</sup> Avenue  
    Vancouver, WA 98685