

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Josh Peters, County Administrator

FROM: Sheriff Andy Pernsteiner

DATE: September 2, 2025.

SUBJECT: Navigator contract with Discovery Behavioral Health

STATEMENT OF ISSUE:

JCSO has been working with Discovery Behavioral Health since 2021 in partnership on a Mental Health Navigator. Our most recent contract was yearly and has expired, so we are submitting a new 3 year contract.

ANALYSIS:

Working with DHB has been a great partnership and provided our community with a mental health resource that was much needed.

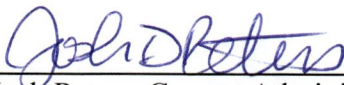
FISCAL IMPACT:

For the past several years we have had this position budgeted. The current amount of our agreement with DBH is \$30,000 annually. That amount is set to increase to \$37,991 for 2026, \$39,890 for 2027 and \$41,815 for 2028. The total amount of this agreement over the 3 year time frame should not exceed \$113,788 since it goes from June of 2025 through May of 2028.

RECOMMENDATION:

Approve this contract so JCSO can continue their partnership with DBH.

REVIEWED BY:



Josh Peters, County Administrator

8/28/25

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Discovery Behavioral Health

Contract No: JCSO 2025 -1

Contract For: Mental Health Navigator

Term: 3 years

COUNTY DEPARTMENT: Sheriff's Office
Contact Person: Andy Pernsteiner
Contact Phone: (360)344-9760
Contact email: apernsteiner@co.jefferson.wa.us

AMOUNT: \$113,788

Revenue: 0

Expenditure: 113,788 (over 3 years)

Matching Funds Required:

Sources(s) of Matching Funds General Fund

Fund # 001

Munis Org/Obj 180 / SH52122 / 410155

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/28/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/28/2025.
Standard PSA terms included. PAO pre-reviewed.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

SCANNED

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
JEFFERSON COUNTY
AND
DISCOVERY BEHAVIORAL HEALTHCARE**

This Contract for Professional Services Between Jefferson County and Discovery Behavioral Healthcare (this Agreement) is made and entered into between Jefferson County (the COUNTY) and Discovery Behavioral Healthcare, UBI Number: 601 357 458, (CONTRACTOR), for provision of Navigator Mental Health Services Jefferson County for a Mental Health Field Response Team.

IT IS AGREED UPON BY THE PARTIES AS FOLLOWS:

A. TERM OF THIS AGREEMENT

The term of this Agreement is from June 1st 2025 through May 31st 2028. Work performed consistent with this Agreement during its term, but prior to adoption of this Agreement, is hereby ratified.

B. EFFECTIVE DATE

This Agreement is effective on the day the last party signs this Agreement.

C. TERMINATION

- (1) Should a party default in providing services under this Agreement or materially breach any of its provisions, the other party may terminate this Agreement upon ten (10) days written notice. A party shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- (2) The COUNTY may terminate this Agreement upon immediate notice to CONTRACTOR in the event that the funding for the project ceases or is reduced in amount. CONTRACTOR will be reimbursed for services expended up to the date of termination.
- (3) This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.
- (4) Termination of this Agreement shall not constitute a breach of this Agreement.

D. PROFESSIONAL SERVICES BY CONTRACTOR

Professional services to be provided by CONTRACTOR shall include:

- (1) Co-response to calls for service. CONTRACTOR will provide a qualified person to serve as a Mental Health Navigator. A qualified person shall have crisis responder experience, and either be Mental Health Professional, or have supervision of a Mental Health Professional weekly.
- (2) Financial and Program Management. CONTRACTOR will maintain an administrative/organizational structure that clearly defines responsibilities; systems and personnel to maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity; maintain appropriate client service records and progress reports; and track key program performance indicators.

- (3) Perform All Contractor Obligations. In addition to the above, CONTRACTOR shall fulfill all of CONTRACTOR Obligations listed below.

E. CONTRACTOR'S OBLIGATIONS

CONTRACTOR shall fulfill the following obligations:

- (1) CONTRACTOR shall comply with all state and federal requirements regarding the confidentiality of participant records.
- (2) CONTRACTOR shall have written policies regarding sexual harassment and non-discrimination (said policies must guarantee human/civil rights); regarding a person's right to privacy, regarding safeguarding personal information and abuse of participants; regarding agency medication procedure; regarding respectful staff-to-participant interactions (i.e.: including a person's right to be treated with dignity and respect free of abuse).
- (3) CONTRACTOR shall have a grievance policy that:
 - (a) Negotiates conflicts and advises participants of grievance procedures;
 - (b) Is explained to participants;
 - (c) Prohibits retaliation for using the grievance process;
 - (d) Includes a non-retaliation statement;
 - (e) Assures that advocates are available and encourages participants to bring advocates to help negotiate;
 - (f) Includes a mediation process that promotes the use of someone who is unaffected by the outcome if conflicts remain unresolved; and,
 - (g) Includes a process for tracking and reporting grievances.
- (4) CONTRACTOR shall comply with all applicable federal, state and local regulations.
- (5) CONTRACTOR shall comply with all applicable Jefferson County Sheriff's Office and jail policies.
- (6) CONTRACTOR shall track and analyze incident reports for potential trends and patterns.
- (7) CONTRACTOR shall maintain access to current emergency contact and medical information (medications, diet, allergies, etc.) for each participant.
- (8) CONTRACTOR shall provide the following:
 - (a) Equal Access: CONTRACTOR will assure equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively.

- (b) Qualified Staff: CONTRACTOR will provide adequate, qualified staff with skills and experience in evaluation, training, supervision, counseling and support of adults with developmental disabilities who are earning wages, per Section D. CONTRACTOR will assure that all direct service staff are trained, and that training is documented. CONTRACTOR will provide the COUNTY with information regarding staff qualifications upon request.

F. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the COUNTY determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the COUNTY, at its sole discretion, may: (1) Terminate this agreement; (2) Renegotiate this Agreement under the revised funding conditions; or, (3) Suspend CONTRACTOR's performance under this Agreement upon five (5) business days' advance notice to CONTRACTOR, if the COUNTY determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow CONTRACTOR's performance to resume prior to the normal completion date of this Agreement.

G. REIMBURSEMENTS

- (1) Total reimbursements to CONTRACTOR by the COUNTY for each fiscal year under this Agreement shall not exceed **\$42,000, including any allowable expenses** for the services provided under this Agreement without express written amendment signed by both parties to this Agreement.
- (2) For said services rendered under this Agreement, the COUNTY shall reimburse CONTRACTOR pursuant to this Agreement.
- (3) CONTRACTOR will bill the COUNTY monthly in arrears and on a monthly basis, on or before the 5th day of the month, for units of service provided under this Agreement. CONTRACTOR will submit a Monthly Services Report for its billings. At no time shall the invoices for reimbursement be submitted more than 60 calendar days following the last day of the month for which the services were provided without approval from the COUNTY.
- (4) The COUNTY may, at its option, withhold reimbursement for any month for which required reports and/or invoices have not been received, or are not accurate and/or complete, or for contractual non-compliance issues.

H. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO CONTRACTOR

If overpayments or erroneous payments have been made to CONTRACTOR under this Agreement, the COUNTY will provide notice to CONTRACTOR and CONTRACTOR shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If CONTRACTOR fails to make timely refund, the COUNTY may charge CONTRACTOR one percent (1%) per month on the amount due, until paid in full.

I. RECORDS AND DOCUMENTS REVIEW

- (1) CONTRACTOR must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].
- (2) CONTRACTOR must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- (3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

J. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

- (1) CONTRACTOR shall immediately report to the COUNTY any failure to perform under this Agreement.

K. GENERAL TERMS AND CONDITIONS

- (1) CONTRACTOR'S relation to the COUNTY shall at all times be that of independent contractor. Any and all employees of CONTRACTOR, or other persons engaged in the performance of any work or service required of CONTRACTOR under this Agreement, shall be considered employees of CONTRACTOR only, and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of CONTRACTOR.
- (2) CONTRACTOR shall not subcontract or assign any of the services covered by this Agreement without the express written consent of the COUNTY. Subcontracting and assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.
- (3) CONTRACTOR, by signature to this Agreement, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement, or any Agreement by any Federal department or agency. CONTRACTOR also agrees to include the above requirement to all subcontracts into which it enters.
- (4) CONTRACTOR shall obtain and keep in force during the terms of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48:05 RCW:
 - (a) Worker's compensation and employer's liability insurance. CONTRACTOR will participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington;

- (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the COUNTY named as an additional insured in connection with CONTRACTOR'S performance of this Agreement.
- (c) General Commercial Liability Insurance in an amount not less than a single limit of two million dollars (\$2,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - (i) Broad Form Property Damage, with no employee exclusion
 - (ii) Personal Injury Liability, including extended bodily injury
 - (iii) Broad Form Contractual/Commercial Liability - including completed operations
 - (iv) Premises - Operations Liability (M&C)
 - (v) Independent Contractors and Subcontractors
 - (vi) Blanket Contractual Liability
- (5) All employees or subcontractors of CONTRACTOR who are required to be professionally certified by the State in the performance of services under this Agreement shall maintain professional liability insurance/error and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
- (6) It shall be the responsibility of CONTRACTOR to ensure that any persons engaged in the performance of any work or service required of CONTRACTOR under this Agreement, shall comply with the same insurance requirements that CONTRACTOR is required to meet.
- (7) Failure on the part of CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract upon which the COUNTY may, after giving five working days' notice to CONTRACTOR to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the COUNTY on demand, or at the sole discretion of the COUNTY, offset against funds due CONTRACTOR from the COUNTY.
- (8) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.

- (9) Excepting the Workers Compensation insurance and any professional liability insurance secured by CONTRACTOR, the COUNTY will be named on all certificates of insurance as an additional insured. CONTRACTOR shall furnish the COUNTY with verification of insurance and endorsements required by this Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.
- (10) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. CONTRACTOR shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the COUNTY. All insurance policies obtained by CONTRACTOR shall be primary to any equivalent or applicable policies held by the COUNTY. All insurance policies obtained by CONTRACTOR shall include a waiver of subrogation rights. Any self-insured retention, deductible or risk retention maintained, or participated in, by the COUNTY coverage for third-party liability claims provided to the COUNTY, shall be excess and shall be non-contributory to the insurance policies provided by CONTRACTOR in order to comply with the insurance requirements of this Subcontract. All policies provided by CONTRACTOR in order to comply with the insurance requirements of this Subcontract must be endorsed to show this primary coverage.
- (11) The COUNTY will pay no progress payments under this Agreement until CONTRACTOR has fully complied with this section. This remedy is not exclusive; and the COUNTY may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.
- (12) Nothing in the foregoing insurance requirements shall prevent the COUNTY, at its option, from additionally requesting that CONTRACTOR deliver to the COUNTY an executed bond as security for the faithful performance of this Agreement and for payment of all obligations of CONTRACTOR.
- (13) It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- (14) Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
- (15) CONTRACTOR shall comply with the WA State Department of Labor and Industries Minimum Wage Act, Chapter 49.46 RCW, acknowledging persons with disabilities participating in job assessments are not considered employees.

- (16) CONTRACTOR shall indemnify and hold the COUNTY, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from CONTRACTOR'S negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a CONTRACTOR to indemnify the COUNTY and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the COUNTY, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:
- (a) CONTRACTOR'S agents or employees; and,
 - (b) The COUNTY, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (i) claims or suits based upon such negligence, or (ii) the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of CONTRACTOR'S negligence or the negligence of CONTRACTOR'S agents or employees.
 - (c) CONTRACTOR specifically assumes potential liability for actions brought against the COUNTY by CONTRACTOR'S employees, including all other persons engaged in the performance of any work or service required of CONTRACTOR under this Agreement and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. CONTRACTOR recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.
 - (d) The provisions of this section shall survive the expiration or termination of this Agreement.
- (17) CONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.
- (18) No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the COUNTY. If the COUNTY agrees in writing that all or a portion of this Agreement may be subcontracted to a third-party, then any contract or agreement between CONTRACTOR and a third-party subcontractor must contain all provisions of this Agreement and the third-party subcontractor must agree to be bound by all terms and obligations found in this Agreement.
- (19) This Agreement memorializes the entire agreement of the parties. No representation or promise not expressly contained in this Agreement has been made. The parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

- (20) CONTRACTOR is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. CONTRACTOR assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor. Every subcontractor must agree in writing to follow every term of this Agreement. CONTRACTOR must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The head of the COUNTY department primarily responsible for overseeing CONTRACTOR'S performance under this Agreement or that department head's designee must approve any proposed subcontractors in writing. Any dispute arising between CONTRACTOR and any subcontractors or between any subcontractors must be resolved without involvement of any kind on the part of the COUNTY and without detrimental impact on the delivery of contracted goods or services.
- (21) While performing services, the use of illegal drugs, alcohol, or controlled substances on the COUNTY property or premises is strictly prohibited. CONTRACTOR'S employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.
- (22) The use of tobacco of any kind on property or premises of the COUNTY shall comply with the COUNTY's policies.
- (23) Any form of harassment, discrimination, or improper fraternization with any employee of the COUNTY or a participant is strictly prohibited.
- (24) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- (25) The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.
- (26) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (27) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
- (28) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

- (29) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- (30) The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
- (31) Notwithstanding any provisions of this Agreement to the contrary, 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, Chapter 42.56 RCW (as may be amended), CONTRACTOR agrees to maintain all records constituting public records and to produce or assist the COUNTY in producing such records, within the time frames and parameters set forth in state law. CONTRACTOR also agrees that upon receipt of any written public record request, CONTRACTOR shall, within two business days, notify the COUNTY by providing a copy of the request per the notice provisions of this Agreement.
- (32) All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time.

Notices to the COUNTY shall be sent to the following address:

Jefferson County Risk Management Department
1820 Jefferson Street
Port Townsend, WA 98368

Notices to CONTRACTOR shall be sent to the following address:

Jim Novelli MSED, MHP / Executive Director
Discovery Behavioral Healthcare
PO Box 565. 884 W Park Ave
Port Townsend WA 98368

(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS ____ day of _____, 2025

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

**DISCOVERY BEHAVIORAL
HEALTHCARE**

By: _____
Heidi Eisenhour, Chair DATE

By: _____
Jim Novelli, Executive Director DATE

By: _____
Greg Brotherton, Member DATE

By: _____
Heather Dudley- Nollette, Member DATE

SEAL:

ATTEST:

Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

 for 08/28/2025

Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney