

RESOLUTION NO. 370  
NONDEBATABLE EMERGENCY

WHEREAS, Chapter 142, Laws of 1973 First Extraordinary Session (Involuntary Treatment Act) does require Counties to pay for the services and transportation costs of a Mental Health Professional, as well as treatment costs for indigent patients eligible for hospitalization under the medical program of the Department of Public Assistance; and

WHEREAS, these costs are presumably to be reimbursed by funds from a Special State Grant, to be vouchered monthly, quarterly or semi-annually; and

WHEREAS, Mason County has no budget set up for such expenses;

NOW, THEREFORE, be it hereby resolved by the Board of Mason County Commissioners that a nondebtable emergency is hereby declared to exist for this purpose for the calendar year 1974, and it is HEREBY ORDERED that \$20,000.00 be allowed, effective January 1, 1974, as a Supplemental Budget for Mental Health for 1974.

DATED this 28th day of December, 1974.

BOARD OF COUNTY COMMISSIONERS  
OF MASON COUNTY, WASHINGTON.

Martin Puseth  
Chairman

William O. Hunter

John Barckman

ATTEST:

Frank E. Boyesen  
Auditor & Clerk of the Board.

cc: Cmmrs.  
✓ Auditor  
Thurs-Mas Com Mental Health Center  
Prosecutor  
Iva

1 CONTRACT

2 THIS AGREEMENT, made and entered into this 17th day of  
3 January, 1974, by and between the Board of Mason County Com-  
4 missioners, hereinafter referred to as "County" and the Thurston  
5 Mason Community Mental Health Center, Inc., a nonprofit corporation,  
6 hereinafter referred to as "Mental Health Center;"  
7

8 WITNESSETH:

9 WHEREAS, the County has imposed upon it certain duties with  
10 regard to the involuntary detention procedures set forth in chapter  
11 142, Laws of 1973, 1st ex. sess. as amended; and

12 WHEREAS, the Mental Health Center offers to perform certain  
13 services with regard to the said involuntary detention for the County;

14 NOW, THEREFORE, IT IS MUTUALLY AGREED that the Mental Health  
15 Center will perform the following services:

16 (1) Provide the county all those services required by  
17 chapter 142, Laws of 1973, 1st ex. sess. as of the date of this  
18 agreement, for a mental health professional;

19 (2) Provide the county with facilities for the involuntary  
20 detention of those persons subject to the application of chapter 142,  
21 Laws of 1973, 1st ex. sess. as amended, and it is specifically  
22 AGREED that the Mental Health Center may subcontract with St. Peter's  
23 Hospital and Roo-Lan Gardens Nursing Home for these services;

24 (3) Provide treatment of both acute and continuing patients  
25 in St. Peter's Hospital and Roo-Lan Gardens Nursing Home as required  
26 by the provisions of chapter 142, Laws of 1973, 1st ex. sess. as  
27 amended;

28 (4) Provide examiners and a treatment program as required  
29 by the provisions of chapter 142, Laws of 1973, 1st ex. sess. as  
30 amended.

31 IN CONSIDERATION of the Mental Health Center's faithful  
32 performance of said services, the County agrees to pay the Mental  
Health Center:

- 1           (1) Ten (10) cents per mile for the transportation of the  
2 mental health professional;
- 3           (2) An amount not to exceed one hundred twenty five dollars  
4 (\$125.00) per day for each patient detained in hospital care;
- 5           (3) An amount not to exceed eighty dollars (\$80.00) per  
6 day for each patient detained in nursing home care;
- 7           (4) Seventy five dollars (\$75.00) for every mental evalua-  
8 tion done; and
- 9           (5) The "Title 10" of the Social Security Act rate for  
10 conditional releases (medicare rate). The above payments are not to  
11 be confined to the three day limit. Payments are to be made through  
12 monthly vouchers.

13           IT IS FURTHER MUTUALLY AGREED that the Mental Health Center  
14 shall perform all services under the terms of this agreement as an  
15 independent contractor and it shall not by virtue of this agreement  
16 be considered an agent or agency of the County.

17           THIS CONTRACT shall be effective on the 1st day of January,  
18 1974, and shall continue in effect for a period of one year from  
19 said effective date, PROVIDED: That it is renewable and renego-  
20 tiable by the parties hereto on or at any time prior to said termination  
21 date, upon thirty (30) days notice.

22           IT IS FURTHER AGREED AND UNDERSTOOD that no alteration or  
23 variation regarding the subject matter of this agreement shall be  
24 deemed to exist or to bind any of the parties hereto unless agreed  
25 to in writing by the parties.

26           IT IS FURTHER AGREED THAT the subject of this contract may  
27 be renegotiated in part or in total or even cancelled should the  
28 rights and obligations of either party hereto under chapter 142,  
29 Laws of 1973, 1st ex. sess. as amended be materially changed by  
30 action of the legislature subsequent to the effective date of this  
31 contract.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

THURSTON-MASON COMMUNITY MENTAL HEALTH CENTER, INC.

\_\_\_\_\_  
President

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Director

BOARD OF MASON COUNTY COMMISSIONERS

Martin Smith

William O. Hunter

John Barckman

DONE at Shelton, County of Mason, State of Washington, this 7th day of Jan., 19 74.

Ruth E. Boyesen  
County Auditor & Ex-Officio Clerk of said Board.

APPROVED:

Byron E. McCluskey  
Atty. Gen.  
Mason County