AGREEMENT FOR THE PURCHASE OF PROFESSIONAL SERVICES

Kittitas County, hereafter referred to as the "County", by and through the Board of County Commissioners & Judges of the Superior Court, and Yakima County Juvenile Court, hereafter referred to as the "Contractor", jointly referred to, along with the "County", as the "Parties".

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW Section 36.32.120 (6) the Board of County Commissioners of Kittitas County has the care of County property and the management of County funds and business; and

WHEREAS, the operation of the Juvenile Court Services Department is subject to the direction of and administered by the Judges of the Superior Court pursuant to RCWs 13.04.021 and 13.04.035, and a Juvenile Court Administrator has been appointed accordingly; and

WHEREAS, pursuant to the above-cited statutory sections, the County desires to contract with the Contractor to provide certain services in conjunction with the County's Juvenile Court Services Department; and

WHEREAS, the Contractor is capable of appropriately providing the needed services; and

WHEREAS, the "Consolidated Contract" between the County and the Department of Social and Health Services, Rehabilitation Administration pending ratification allows for such a contract for services,

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do mutually agree as follows:

Section 1: CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, all General Conditions, and other documents listed hereinafter. These form a contract and all are as fully a part of the contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents is set forth below:

1. This Agreement for the Purchase of Professional Services;
2. All General Conditions for Kittitas County Juvenile Court Services Department contracts, a copy of which is attached hereto as Attachment "A" (NOTE: Smaller type size does not mean that terms and/or provisions are not as significant as is standard type size);
3. Statement of Work as Attachment "B";
4. The Vendor Services Report Form as Attachment "C".
5. The Consolidated Contract referred to above as Attachment "D".

Section 2: SERVICES

The Contractor, for the consideration specified in the Contract Documents, as enumerated hereinafter, shall, in strict accordance with all of the provisions therein, perform all services called for by the Contract Documents. The County agrees to pay the Contractor for said services as specified in the Contract Documents.

Section 3: TERM

The Contractor shall commence providing those services provided for herein effective July 1, 2015 and terminate providing said services on the 30th day of June, 2016. It is the intent of the parties that the conditions of the contract be applied retroactive to the effective date upon ratification of the contract.

Section 4: SPECIAL REPORTS

A monthly written report must be included with the invoice (s), using Attachment "C", The Vendor Services Report Form, unless an alternative reporting form has been approved by the County. All "Vendor Services Report" forms should be postmarked no later than the 14th of each month following the completion of services for the previous month. These reports MUST be submitted with the invoice (s) to receive payment.

Section 5: PAYMENT

In order to receive compensation for completion of services, the Contractor shall submit an A-19 Invoice Voucher to the Kittitas County Juvenile Court after the successful completion of each intervention, or at the time it is determined that a family/case will be discontinued, or at the end of the fiscal period. Payment will normally be made to the Contractor within one month of receipt of the invoice. A-19 Invoice Vouchers should be mailed to:

Kittitas County Probation Services, Juvenile Department
Attn: Juvenile Court Administrator
205 W. 5th Ave. Suite 211
Ellensburg, WA 98926

Section 6: ADMINISTRATION OF THE CONTRACT

The Court hereby appoints William D. Holmes or his successor as Juvenile Court Administrator, as its agent for the purpose of administering the terms of this Contract.

Section 7: ALL WRITING CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto. The Contractor has read and understands all the terms of this Contract.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed on the day of year first set forth above.

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Gary Berndt, Chairman

Date:_____

KITTITAS COUNTY SUPERIOR COURT

By:_____
Honorable Scott R. Sparks, Presiding Judge

Date:_____

CONTRACTOR:

By:_____
Yakima County Juvenile Court Administrator,
Candi Shute
509-574-1867

Date: 7/21/15

REVIEWED AND APPROVED AS TO FORM:

_____ _____
Douglas R. Mitchell, #22877 Date Deputy Prosecuting Attorney, Kittitas County

ATTACHMENT "A"

GENERAL CONDITIONS

INDEMNIFICATION AND HOLD HARMLESS: Each party to the Contract shall be responsible for the negligence of its officers, employees and agents in the performance of the Contract. No party to the Contract shall be responsible for acts and/or omissions of entities not a party to the Contract. Contractor agrees to hold harmless, indemnify and defend the County, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Contractor, agents, or employees, in connection with the services required by this agreement.

INSURANCE: The Contractor shall carry for the duration of this Contract, public liability and property damage insurance in an amount of not less than $1,000,000.00 with Kittitas County officials, employees, and volunteers, listed as an additional insured as respects to services supplied under this contract.

The Contractor shall also carry, for the duration of this Contract, with Kittitas County officials, employees, and volunteers, as an additional listed insured, professional liability coverage in a minimum amount of $1,000,000.00 per occurrence together with comprehensive automobile liability coverage of $100,000.00/$300,000.00 for any vehicle used to provide services under this contract.

The County reserves the sole right to review and approve all insurance carriers, companies and policies providing insurance. The insurance policies will meet the minimum Best "A" rating standard and provided that they shall not be canceled, materially changed, or renewed without thirty (30) days prior notice to the County. The Contractor shall provide to the County certificates(s) evidencing such coverage. All certificate(s) must be approved by the Kittitas County Risk Pool Manager prior to the Contractor providing any services under this Contract.

Additionally, the Contractor shall provide evidence that all of its employees are covered by industrial insurance under Title 51 RCW.

For self-insured and those entities participating in public entity risk pools, please provide proof of insurance with minimum limits as identified above.

MAINTENANCE OF RECORDS: The Contractor shall make available to the County or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Contract, and which the County may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted herein.

NOTICES: All notices for or provided for in this Contract shall be in writing and must be served on any of the parties either personally or by certified mail, return receipt requested, sent to the Parties at their respective addresses within the Contract. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

MODIFICATION/AMENDMENT: No modification or amendment of this Contract shall be valid until the same is reduced to writing and executed with the same formalities as the present Contract.

WAIVER:
No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies set forth in this Contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Contract or to require at any time performance by the Contractor of any provision

hereof shall in no way be construed to be a waiver of such provisions, nor in any way the validity of this Contract or any part hereof, or the right of the County to hereafter enforce each and every such provision.

RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be created by this Contract. The County is interested in only the results to be achieved and the conduct and control of all services will be solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the County provides to County employees. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Contract.

TERMINATION: The County reserves the right to terminate this Contract upon seven (7) days' written notice in the event the Contractor breaches any of its obligations set forth herein or commits any act which, in the sole judgment of the County, jeopardizes the public's confidence in the services being rendered by the Contractor.
Provided, further, either party reserves the right to terminate this Contract for any reason upon thirty (30) days' written notice. In the event of termination through no fault of the Contractor, the County agrees to pay the Contractor for all services performed to the date of termination. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. **VENUE STIPULATION:** This Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any provision hereto shall be instituted only in the courts of Kittitas County.

COMPLIANCE WITH LAWS: The Parties hereto specifically agree to observe all federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on their responsibilities under the terms of this Contract.

ASSIGNMENT: This Contract is one for personal services, and accordingly, the Contractor may not assign or transfer, in whole or in part, its interest in this Contract without the express written consent of the County.

NON-DISCRIMINATION: The parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex or national origin, be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program, service or activity, for which the Contractor has received or will receive payment under the provisions of this Contract.

BACKGROUND CHECKS: The Contractor shall perform background checks on all of its employees providing services under this Contract as mandated under RCW 43.43.832(4). The Contractor shall provide to the County proof that this has been completed prior to any services being provided to the County. By execution of this contract, Contractor affirms that Contractor, employees, subcontractors, and/or volunteers, who may or will have regular access, have not been convicted of any of the following:

1. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses); or
2. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of the County; or
3. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act- Definitions).

Contractor must require current employees and volunteers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of the conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW and of the crimes included in 9A.44 RCW.

In addition, disqualification of employment with the Contractor, any of its employees, subcontractors, and/or volunteers in any position with access to an offender if that person:

1. Is found by DSHS or the County, based on a preponderance of evidence, to have had sexual intercourse or sexual contract with the offender; or
2. Convicted of any crime specified in Chapter 9A.44 RCW when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate it has greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed if significant progress has not been made.

OWNERSHIP OF DOCUMENTS: All documents produced by the Contractor pursuant to the terms of this Contract shall be the property of the County.

OTHER EMPLOYMENT: This Contract is not an exclusive services agreement. The Contractor may take on other professional assignments while completing those work elements/tasks set forth herein, and Kittitas County may contract with other individuals to perform like or similar services.

PAYMENT OF TAXES: This Contract is for the employment of the Contractor as an independent contractor. The Contractor holds himself/herself out as an independent contractor. The Contractor shall be solely responsible for paying any and all taxes associated with his/her business as it concerns this Contract, including but not necessarily limited to income and social security taxes.

FUTURE NON-ALLOCATION OF FUNDS: If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

ATTACHMENT "B"

STATEMENT OF WORK

a. Services Provided.

Steven Hayes, FFT Therapist shall provide Functional Family Therapy (FFT) to youth referred by the Kittitas County Juvenile Court in accordance with the FFT model. The parties may, as required by the availability of the above named therapist or specific reasons related to the needs of the youth and/or family, substitute another therapist qualified by the terms of this Contract by agreement. The Juvenile Court Administrators of each County are authorized to make and reduce to writing such agreement without further action by the Boards or Presiding judicial officers. This therapy includes but is not limited to:

1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy;

2. General Precepts/Practice/Assessment practices contained in FFT initial 3-Day Training and three 2-Day Follow-up Training sessions;

3. Clinical Guidance as supplied by FFT, Inc., the local FFT Supervisor in formal consultation and any FFT visits, and FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.

b. Reports.

1. The Contractor shall submit monthly reports for each enrolled youth/family to the Kittitas County Juvenile Court within 14 days of the end of each month.

c. Additional Requirements.

1. Therapy shall be provided at the youth's home, or another setting deemed to be appropriate and agreed to by the youth, family members and the FFT Provider/Coordinator.

2. Therapists shall meet with the youth and his/her family in a manner that is consistent with FFT protocols and training.

3. The Yakima County Juvenile Court FFT Coordinator shall have a contact at least monthly with the County Juvenile Probation Counselors for case consultation.

4. Steven Hayes, FFT Therapist, prior to services being initiated, must receive a written referral for services.

Consideration

a. The Contractor (Yakima County Juvenile Court for services provided by Steven Hayes) shall be paid as follows:

(1) $400 for each client referred. The Contractor must notify the Probation Services supervisor before proceeding to (2)

(2) $800 for the FFT Engagement and Motivational Phase to be billed in the first month the client enters the Engagement and Motivation Phase. The Contractor must obtain prior approval from the FFT clinical consultant and notify the JPC before proceeding to (3)

(3) $1,200 for the FFT Behavioral Change, Generalization Phase and closure of the case to be billed at the time of case closure. Case closure criteria shall be defined by the FFT therapist and approved by the FFT clinical consultant. These rates apply to all services as described in the Statement of Work, including those items noted below.

(a) Face to face contact;
(b) Phone contact;
(c) Collateral contact for youth and families;
(d) Travel;
(e) Consultation; and
(f) Report writing
(g) Additionally, Kittitas County will reimburse the Contractor for the provider's mileage from the Yakima Juvenile Court to the site where services are provided and back at the published IRS rate effective at the time of the travel.

(4) In the spirit of providing services in accordance with the Washington State Quality Assurance Practices, the provider will provide notice to the Juvenile Court Administrator of any informal or formal improvement plan developed for him or her. Furthermore, referrals to him or her as an FFT therapist on an improvement plan will be suspended.

(5) The Contractor shall not be reimbursed for daily operation costs, such as office supplies, telephones, vehicle expenses and copying.

(6) The Contractor shall ensure that work to be performed does not duplicate work to be charged to the Kittitas County Juvenile Court under any other contract or agreement with the Contractor. If the Contractor bills and is paid fees for services that the Kittitas County Juvenile Court later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the Kittitas County Juvenile Court shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

Billing and Payment

a. The Contractor shall submit an A-19 Invoice Voucher to the Kittitas County Juvenile Court after the successful completion of each intervention, or at the time it is determined that a family/case will be discontinued, or at the end of the fiscal period.

b. The Kittitas County Juvenile Court shall pay the Contractor upon acceptance of a properly completed A-19 Invoice Voucher. The invoice shall describe and document the following:

(1) Date and time period of service(s) performed including mileage as described above;

(2) Name(s) of juvenile(s); and

(3) Description of work performed including the intervention phase.

c. Payment shall be considered timely if made by the Kittitas County Juvenile Court within 30 days after the receipt of the properly completed invoice.

d. The Contractor accepts the Kittitas County Juvenile Court payment as the sole and complete payment for the services provided under this contract.

e. The Kittitas County Juvenile Court shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or provided in accordance with the "Statement of Work". If the Kittitas County Juvenile Court pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work", the amount paid shall be considered to be an overpayment.

f. If this Contract is terminated for any reason, the Kittitas County Juvenile Court shall pay for only those services authorized and provided through the date of termination.