KITTITAS COUNTY PROBATION SERVICES
Director William D. Holmes

ADMINISTRATIVE OFFICE
205 West Fifth, Suite #211, Ellensburg, WA 98926
(509) 962-7516 Fax (509) 962-7667
e-mail: william.holmes@co.kittitas.wa.us

August 3, 2013

Julie Crest
Crest Counseling Services, P.S.
412 South 12th Avenue
Yakima WA 98902

Ms. Crest:

This letter is to document our agreements in regard to participation in the Kittitas County Probation Services (Juvenile Department) contract with JJ&RA for our Consolidated Contract (SSODA program) for the current biennium ending on June 30, 2015. As in prior editions of this document included is the requirement by our funding source (JRA) to include notification to you as our subcontractor of the obligations to report criminal convictions and situations of sexual misconduct as required by RCW 13.40.570. The following items are attached for your review and signature of acknowledgement of these obligations:

1. JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form,

(Attachment 1) and

2. JRA Contract Renewal Acknowledgement of Requirements to Report Criminal Convictions form. (Attachment 2)
3. JRA Background Authorization. (Attachment 3)

Scope of Work: Special Sex Offender Disposition Alternative evaluation and treatment is to be completed in accordance with guidelines as set forth in the Juvenile Disposition Manual under the authority of the Caseload Forecast Council; the State of Washington as mandated by RCW 13.40.160 ; the statutory authority of the Department of Health as implemented in the provisions of the Washington Administrative Code; and any other controlling legal authority. As the provider of services to youth determined to be eligible and designated by the Probation Services Department, in your function as Certified Sexual Offender Treatment Provider you agree to provide the SSODA evaluation and treatment services for up to the 24 months as stipulated in the SSODA Disposition Order.

Special Sex Offender Disposition Alternative evaluation and treatment for youth determined to be eligible will consist of a combination of services identified in the SSODA assessment completed and submitted by you to the Kittitas County Superior Court.

Costs of Services:

The cost of these services will be reimbursed through Kittitas County Juvenile Court Services Probation Services Department SSODA funding at the following rates:

SSODA Evaluation & Written Report	$700.00 per evaluation
Polygraph Examination	$175.00
Individual Counseling Session	$75.00 per hour @ 1 Hour Weekly
Group Counseling Session	$45.00 per hour @ 1 Hour Weekly
Quarterly Detailed Progress Reports	$45.00 @ 1 Report Quarterly

As the contractor, Kittitas County Juvenile Court Services Department will provide reimbursement as outlined above. We request you submit monthly invoices for services provided which documents the dates and details of services provided during that billing period. Please submit your billings in a timely manner to allow us the opportunity to process your reimbursement in a like manner.

General Provisions:

1. **INDEPENDENT STATUS:** For purposes of this Agreement, Crest Counseling Services , P.S. ("Crest") acknowledges that Crest is not an officer, employee, or agent of Kittitas County or the State of Washington. Crest shall not hold out themselves or any of Crest's employees as, nor claim status as, an officer, employee, or agent of DSHS, JRA, the State of Washington, or Kittitas County. Crest shall not claim for themselves or Crest's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County.

2. Crest shall indemnify and hold harmless Kittitas County, JRA, and DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of Crest or Crest's employees.

3. **Workers Compensation:** Crest shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Crest. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Crest waives all rights of subrogation against Kittitas County for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

4. **SURVIVABILITY:** The terms and conditions contained in the Agreement, which by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Ownership of Material, Termination for Default and Termination Procedure.

5. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which Kittitas County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, Kittitas County

may immediately terminate this Agreement by providing written notice to Crest. The termination shall be effective on the date specified in the notice of termination.

6. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar days' written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. Crest shall assist in the orderly transfer/transition of the patients served under this Agreement.

7. **TERMINATION FOR DEFAULT:**

a) **Crest Failure to Perform:** Kittitas County may terminate this Agreement for default, in whole or in part, by written notice to Crest, if Kittitas County has a reasonable basis to believe that Crest has: failed to meet or maintain any requirement for contracting with the County; failed to perform under any provision of the Agreement; failed to ensure the health or safety of any juvenile for whom services are being provided under the Agreement; violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or otherwise breached any provision or condition of the Agreement.

b) **Notification to Crest:** Before Kittitas County may terminate the Agreement for default, the County shall provide Crest with written notice of Crest's noncompliance with the Agreement and provide Crest a reasonable opportunity to correct Crest's noncompliance. If Crest does not correct Crest's noncompliance within the period of time specified in the written notice of noncompliance, Kittitas County may then terminate the Agreement. However, Kittitas County may terminate the Agreement for default without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a juvenile's health or safety is in jeopardy, or if Crest has violated any law, regulation, rule, or ordinance applicable to the services provided under the Agreement.

c) **County Failure to Perform:** Crest may terminate this Agreement for default, in whole or in part, by written notice to Kittitas County, if Crest has a reasonable basis to believe that the County has: failed to meet or maintain any requirement for contracting with Crest; failed to perform under any provision of the Agreement; violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or otherwise breached any provision or condition of the Agreement.

d) **Notification to County:** Before Crest may terminate the Agreement for default, Crest shall provide Kittitas County with written notice of the County's noncompliance with the Agreement and provide Kittitas County a reasonable opportunity to correct the County's noncompliance. If Kittitas County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, Crest may then terminate the Agreement.

8. **TERMINATION PROCEDURE:** The following provisions apply in the event this Agreement is terminated:

a) **Cease Performance:** Crest shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of patients, distribution of property, and termination of services.

b) **Delivery of Assets:** Crest shall immediately deliver to Kittitas County Juvenile Probation Department's contact person (or to his or her successor) listed below, all County assets (property) in Crest's possession, including any material created under the Agreement. Upon failure to return County, JRA or DSHS property within ten (10) working days of the Agreement termination, Crest shall be charged with all reasonable costs of recovery, including transportation. Crest shall protect and preserve any property of Kittitas County, JRA or DSHS that is in the possession of Crest pending return to the County. Nothing in this paragraph shall limit Kittitas County's rights pursuant to this Agreement or law, nor shall limit the County's remedies at law.

c) **Payment of Services:** Kittitas County shall be liable for and shall pay for only those services authorized and provided through the date of termination. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by Kittitas County.

d) **Final Payment:** If Kittitas County terminates the Agreement for default, the County may withhold a sum from the final payment to Crest that the County determines to be necessary to protect the County from loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under the Agreement. If it is later determined that Crest was not in default, Crest shall be entitled to all remedies available at law, in equity, or under the Agreement.

9. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only Kittitas County, or its designee, has the authority to waiver any term or condition of this Agreement on behalf of the County. The failure of Kittitas County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

10. **SEVERABILITY:** The provisions of the Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.

11. **CONFIDENTIALITY**: The parties to this Agreement shall use Personal Information and other information gained only for the purpose of the Agreement. Crest shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall, to the extent permitted by law, return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

12. **RECORDS MAINTENANCE AND INSPECTION:**

a) **Records Maintenance:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, Crest shall maintain records that are sufficient to:

i) document the performance of all acts required by law, regulation, or this Agreement;

ii) substantiate Crest's statement of its organization's structure, tax status, capabilities, and performance;

iii) demonstrate accounting procedures and practices which sufficiently and properly document Crest's billings to Kittitas County and all expenditures made by Crest to perform as required by this Agreement;

iv) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and

v) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by Crest.

b) **Right of Inspection:** Crest shall give access to its facilities and records to Kittitas County, its officers, employees or agents, and to any other authorized officer, employee or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine Crest's performance and financial records and perform other activities to determine Crest's compliance with the terms of this Agreement. Kittitas County shall give Crest reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to Crest's place(s) of business.

c) **Notice of Inspections:** Crest shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide Kittitas County with copies of any written reports of such inspections, audits, accreditation or program reviews.

13. **INDEMNIFICATION:** Crest agrees to and shall defend, indemnify and hold harmless Kittitas County, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom,

sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Crest, its subcontractors, its officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Kittitas County by reason of entering into this agreement, except as expressly provided herein.

Please let us know if you have any questions about the above. Your signature on this letter indicates your intent to participate with the program and provide the services outlined above.

Sincerely,

William D. Holmes, Director
Kittitas County Probation Services

Signature/Date:

Julie Crest, Crest Counseling Services, P.S.
Certified Sexual Treatment Provider

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____

Obie O'Brien, Chairman

Date:_____

KITTITAS COUNTY SUPERIOR COURT

By:_____

Honorable Scott R. Sparks, Presiding Judge

Date: 8/8/2013

CONTRACTOR:

By:_____

Julie Crest, Crest Counseling Services, P.S.

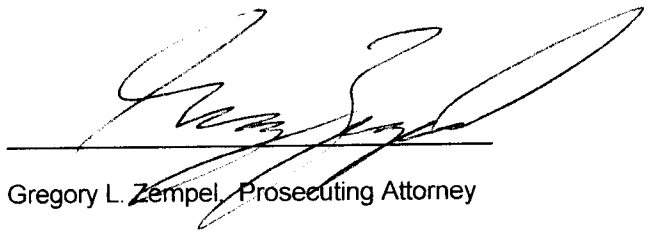
_____(Title)

_____509-575-8989_____

Business Phone Number (Required)

Date:_____

REVIEWED AND APPROVED AS TO FORM:



8-8-13

Gregory L. Zempel, Prosecuting Attorney

Date

Kittitas County