COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 4/28/20 BC 5/12/20		
Subject:	Personal Services Contract with Amy Campbell		
Presenter:			
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		
Type of Agenda	Item:	Type of Action Needed:	
☑ Consent A☐ Public Hea☐ Scheduled	ring	 □ Discussion Only (1st) □ Discussion Only (2nd) □ Decision/Direction 	□ Pass Motion□ Pass Resolution⊠ Pass Ordinance

Summary / Background Information

Amy Campbell wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide Functional Family Therapy to youth referred by the Counties.

The attached Personal Services Contract commences on July 1, 2020 and expires on June 30, 2022.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget.

Amount: Not to exceed \$200,000.00

Fund: Curent Expense Dept. 174

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Amy Campbell and the Benton-Franklin Counties Juvenile Justice Center for Functional Family Therapy services.

Suggested Motion

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Personal Services Contract with Amy Campbell.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO		
FRANKLIN COUNTY RESOLUTION NO.		

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

RE: IN THE MATTER OF AWARDING AMY CAMPBELL A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FUNCTIONAL FAMILY THERAPY

WHEREAS, per Resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost;" and

WHEREAS, Benton and Franklin Counties had a contract with Amy Campbell from July 1, 2016 through June 30, 2018 via Benton County Resolution numbered 2016 523 and Franklin County Resolution numbered 2016 237; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract with Amy Campbell; **NOW**, **THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Amy Campbell in an amount not to exceed \$200,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2020 and expires on June 30, 2022.

DATED this day of June 2020 BENTON COUNTY BOARD OF COMMISSIONERS	DATED this day of June 2020 FRANKLIN COUNTY BOARD OF COMMISSIONERS
Chairman of the Board	Chairman of the Board
Member	Chairman Pro Tem
Member Constituting the Board of County Commissioners,	Member Constituting the Board of County Commissioners,
Benton County, Washington Attest:	Franklin County, Washington Attest:
Clerk of the Board	Clerk of the Board

BENTON-FRANKLIN COUNTIES PERSONAL SERVICES CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Amy Campbell-LLC, a corporation organized under the laws of the State of Washington with its principal offices at 6517 West Octave Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Washington State Functional Family Therapy Project Quality Assurance and Improvement System

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2020 and shall expire on June 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:
 - Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
 - 2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable

goals and developing a behavior change program for the family.

- 3. Acceptance of Clinical Guidance as supplied by FFT, Inc., including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.
- 4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.
- 5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to this Contract and incorporated herein by reference. This includes but is not limited to: the concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.
- 6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

No later than the 5th of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

- 7. Participate in mutually agreed upon case staffing and program review meetings.
- 8. Maintain an approved level of proficiency with the FFT model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.
- 9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.

- b. Additional FFT requirements include but are not limited to:
 - 1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.
 - The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.
 - 3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.
- c. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.
- d. The CONTRACTOR agrees to provide its own labor and materials.

 Unless otherwise provided in this Contract, no material,
 labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.
- h. The Contract acknowledges that prior to entering into this Contract it is in receipt of, and is familiar with, the FFT model, practices, procedures, materials, and training referenced herein.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives

are as follows:

a. For CONTRACTOR:

Name:

Amy Campbell

Address:

6517 West Octave Street

Pasco, WA 99301

Phone:

(509) 528-8488

Email:

amycampbell-llc@charter.net

b. For COUNTIES:

Name:

Darryl Banks, Administrator

Address:

5606 W. Canal Place, Suite 106

Kennewick, WA 99336

Phone:

(509) 222-2316

Email:

Darryl.Banks@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate \$800 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and generalization, for a maximum of \$2400.00 per family for completion of all three (3) phases including additional hours for ancillary duties (as described by the FFT Model).
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Two Hundred Thousand Dollars (\$200,000.00).
- c. The Contractor may submit invoices to the Counties at the completion of each phase of the FFT model along with supporting documentation, which will include at a minimum the name of the youth and family, the completed phase for which the Contractor is requesting payment, and a copy of the Session List from the FFT Client Support System reflecting satisfactory completion of the phase.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall

cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the

COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the CONTRACTOR'S obligation COUNTIES. PROVIDED, that the hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents.

- In any and all claims against the COUNTIES and its officers, b. officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the

following insurance:

a. Professional Liability Insurance: Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claimsmade policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTIES with proof of all such insurance.

- b. Workers Compensation: Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.
- C. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any

actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal Injury and Advertising Injury \$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident \$1,000,000 Policy Limit for Disease \$1,000,000 Each Employee for Disease

d. Automobile Liability: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed

by the CONTRACTOR.

e. Other Insurance Provisions:

- The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
- 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
- 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
- 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements

expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

- 8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
- 9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and shall specifically include the COUNTIES and its elected

officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

- 2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
- 3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
- 4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Juvenile Justice Center to the following address: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written

notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for

this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

- a. Background Check/Criminal History
 - Contractor shall authorize Counties conduct to 1... background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Identification (III), local Interstate Index enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, of Contractor, assignment depending upon fingerprinting.
 - 2. In accordance with chapters 388-700 WAC, 72.05 RCW, and

43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

- 1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
- The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense Such notification will be as defined in RCW 9.94A.030. αf the Juvenile directed to the Office Benton-Franklin Counties Juvenile Administrator, Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336-1388.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of

all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of

their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 15 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of

the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

This section left blank intentionally

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Amy Campbell-LLC	Benton Franklin Counties Juvenile Justice Center
Amy Campbell Date	Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form.	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	Civil Deputy Prosecuting Attorney Date
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Attest:	Attest:
Clerk of the Board:	Clerk of the Board:

EXHIBIT A

Washington State Functional Family Therapy Project Quality Assurance and Improvement System Updated June 2010

Introduction

The Washington State Functional Family Therapy Project is dedicated to implementing Functional Family Therapy with high model fidelity. Recent evidence suggests that evidence-based intervention programs depend on high model fidelity for successful outcomes (WSIPP 2004). In Functional Family Therapy, model fidelity is based on the dimensions clinical adherence to the principles and interventions of the model as well as the competent delivery of the model. Ensuring model fidelity in a community based system of care requires an ongoing systematic system of both quality assurance and quality improvement. Quality assurance involves the ongoing and accurate monitoring and tracking of reliable measures of model implementation. Quality improvement involves the systematic implementation of activities to improve accurate implementation of the intervention.

In the sections below, the principles and protocols for the Washington State Functional Family Therapy Quality Assurance and Improvement system are outlined.

Principles of Quality Assurance and Improvement

Given the sensitive nature of quality assurance information it is important to clearly identify the principles of the model prior to implementation. The Washington State FFT quality assurance and improvement system is based on the following principles:

- 1. The primary goal of this system of quality assurance is improvement of the delivery of FFT. As such, quality assurance information is:
 - Intended for use primarily by FFT clinical consultants who are most capable of determining systematic improvement plans. The FFT Consultant must adhere to model fidelity and exhibit clinical competence. (see FFT Consultant QA standards)
 - It is not intended as a tool for routine program administration. While Juvenile Court and/or Regional Administrators need aggregate and summarized information that informs overall program implementation, specific clinical data is most useful as a tool for clinical supervision.
 - Therapists should be provided with accurate and timely feedback directly from the FFT clinical consultant. Therapists who perform below the national standards of model fidelity should be presented with a systematic plan for improvement.
 - Therapists who, after all attempts at improvement, continue to demonstrate model fidelity outcomes below the minimal national standard should not practice the FFT model.
 - Quality assurance information is intended for employment status decisions only after all possible improvement strategies have been attempted.
- 2. Monitoring and Tracking model fidelity (quality assurance) must be based on:

- reliable and valid measures
- from multiple domains (dissemination adherence and fidelity as outlined in the FFT supervision manual)
- based upon multiple measures (specific case level ratings, global therapist rating) gathered from different and relevant perspectives (FFT clinical consultant and client)
- Incremental measurement, that is, more specific measures of fidelity are only undertaken when global ratings suggest that more specific and time intensive measures are necessary
- 3. Quality improvement is based upon:
 - Ongoing, specific, and timely feedback based on accurate measure of model fidelity (adherence and competence).
 - A systematic and individualized plan of therapist improvement

Quality Assurance

Functional Family Therapy (FFT) has developed a comprehensive Adherence Protocol that is central to successful implementation of FFT. The Web-based computer monitoring and tracking application (Clinical Services System-FFT CSS) is the mechanism to gather, manage and feedback multiple fidelity ratings while also providing real time feedback to therapists and clinical consultants. No single measure adequately portrays therapist dissemination adherence and fidelity. In the FFT system, five measures of quality assurance are used to monitor and track model fidelity.

Quality assurance instruments:

1. Progress Notes (Therapist Report)

At each treatment encounter therapists report on interventions used in sessions to accomplish phase goals and the progress they believed was made in accomplishing these goal(s).

Goal:

- To obtain the therapist perspective of the process of FFT at the level of intervention.
- To provide feedback to the clinical consultant regarding the therapist clinical decision making processes.
- To provide specific areas of concern to be targeted by the clinical consultant in weekly consultation.

Process:

- Therapists complete the progress notes following each session and enter the progress note on the FFT-CSS.
- Clinical consultants review the therapist's progress notes during weekly consultation and determine areas to provide focused help and assistance.
- 2. Family Self Report (FSR) and Therapist Self Report (TSR)

The Family Self Report (FSR) is a 7-item instrument measuring the client/family experiences in FFT. All family members complete the FSR after the first and the

second session of every phase (Engagement and Motivation, Behavior Change, and Generalization.

Goal:

• To obtain the family perspective on their experience in therapy.

Process:

- Families complete the FSR at the above stated intervals.
- FSR's are entered into the CSS by the FFT therapist. FSR's are available for therapist review for self-monitoring.
- Ratings are maintained in the FFT-CSS for use in consultation.

The Therapist Self Report (TSR) is a 6 item instrument measuring the therapist experience of alliance with family members. Therapist will complete the TSR after the 1st and second session of every phase (Engagement and Motivation) Behavior Change Phase, and Generalization.

Goal:

• To obtain the therapist perspective on their experience of alliance with the family.

Process:

- Therapists complete the TSR at the above stated intervals TSR's are entered into CSS by the FFT therapist.
- Ratings are maintained in the FFT-CSS for use in consultation.
- 3. Weekly Dissemination Adherence & Fidelity ratings (Clinical Consultant Report). At weekly consultation, FFT clinical consultants rate each FFT therapist on levels of Dissemination Adherence (application of the necessary technical elements that occur outside of the therapy sessions ie. Progress note completion, assessment completion) and Fidelity (clinical adherence and clinical competence ie. the use of model interventions as appropriate by phase and implemented in ways that are unique to family) These ratings represent the FFT therapist's dissemination adherence and fidelity in the case discussed during weekly consultation. Global Dissemination and Fidelity can be determined from ratings of each construct over time (across cases).

Goal:

- To identify specific issues of therapist dissemination adherence and fidelity.
- Identify specific issues of group dissemination adherence and fidelity.
- Provide focused consultation to the working group.

Process:

- Ratings are maintained in the FFT-CSS for use in consultation.
- Issues of dissemination adherence and fidelity addressed in weekly consultation.

- Weekly dissemination adherence and fidelity ratings are entered into the CSS by the FFT clinical consultant. The CSS produces a report of these ratings over time for use by the clinical consultant.
- 4. Global Therapist Rating (Clinical Consultant Report)

The Global Therapist rating (FFT-GTR) is a 35-item instrument completed by the FFT clinical consultant a minimum of three times each year. The global rating includes assessments of model principles, specific phase based practice, and service delivery profile.

Goal:

- To identify therapist dissemination adherence and fidelity in FFT.
- Provide specific information to therapist and site regarding performance.
- Identification of therapists in need of additional training.

Process:

- Global Therapist Rating completed by the FFT clinical consultant.
- Global therapist ratings are entered into the CSS by the FFT clinical consultant. The CSS generates a report of these ratings.
- Global Therapist Ratings are reported to FFT Quality Assurance Administrator for dissemination to Juvenile Court and/or Regional Administrators.
- FFT clinical consultant provides verbal feedback to therapist.
- 5. Environmental Feedback Report (FFT QA Administrator Report)

The Environmental Report is an evaluation of the work environment that supports the therapist's adherence and competence to the FFT model. The Environmental Feedback Report is completed annually by the FFT Quality Assurance Administrator.

Goal:

- To identify program environment barriers to successful FFT implementation.
- To identify assessment and referral processes that support or negatively impact successful FFT implementation.
- To provide specific and written feedback to the program in order to enhance the delivery of FFT services.

Process:

- Environmental feedback report is drafted by the FFT Quality Assurance Administrator.
- Environmental feedback report sent to the Juvenile Court Administrator for review and potential discussion.
- Action plan developed (if necessary).

Quality Improvement System

Quality Improvement System is based on the principle that therapists should receive specific and timely information regarding their performance. Successful quality

improvement is based on concrete feedback that allows for individualized plans for improvement. Feedback should come from first from the immediate clinical consultant, followed by the FFT State Quality Assurance Administrator.

When a therapist's performance falls below the national standard, the following steps will occur. Administrators will receive reports regarding therapist performance every 90-120 days. When informal improvement plans are implemented, juvenile court and/or Regional Administrators will be notified. When formal improvement plans are required, Juvenile Court and/or Administrators are involved in the development of the plan.

Step 1: Individual Consultation with Therapist

- FFT clinical consultant will call the therapist individually and discuss the issues of concern and develop an individualized method for therapist improvement.
- Individual Consultation with the therapist is the result of one or more of the following: a series of weekly supervision ratings below the standard, problems with therapist progress notes, inconsistent use of CSS and service delivery profile below the national standard (less than five active families for an extended period of time, less than an average of three sessions per family per month for an extended period of time, cases open longer than four months consistently).

Step 2: Informal Improvement Plan

- If therapist adherence performance does not improve the FFT clinical consultant will work with the state FFT Quality Assurance Administrator to develop an informal plan.
- The State FFT Quality Assurance Administrator will consult with the Juvenile Court and/or Regional Administrator to inform them of the ongoing concerns and informal plan development.
- The informal improvement plan may include additional adherence monitoring, individual supervision, or additional training.
- If the informal improvement plan does not result in improved adherence within three months, a formal improvement plan will be implemented.

Step 3: Formal Improvement Plan

- If therapist adherence performance does not improve under the informal improvement plan or if there is risk of harm to clients because of the therapist's performance, a formal improvement plan will be developed lasting not more than six months. The CJAA Advisory Committee and/or Regional Administrators will be informed of formal improvement plans by the FFT Quality Assurance Administrator. Any problems implementing the improvement plan will be referred to the WAJCA Executive Board. This formal plan can include but is not limited to:
 - Increased CSS monitoring (weekly)
 - Co-visits
 - Additional consultation with clinical consultant
 - Reading assignments
 - Videotape instruction
 - Additional formal training initial three-day or two-day follow up

- Audio/Video Tape Rating process used will be as follows:
 - a. FFT therapist audio or videotapes two FFT sessions.
 - b. Tapes submitted to FFT clinical consultant, who, in consultation with FFT Quality Assurance Administrator and FFT LLC determines the tape rater.
 - c. Video Tapes rated using the FFT-GRT system.
 - d. Specific feedback provided to the FFT therapist and may be provided to Juvenile Court and/or Administrator.

Step 4: Removal from FFT Practice

• If therapist adherence performance does not improve under the formal improvement plan, the FFT Quality Assurance Administrator may recommend to the Washington State CJAA Advisory Committee that the therapist be removed from active FFT practice because they are no longer qualified to perform FFT Therapy.

Quality Assurance and Improvement Process

The quality assurance and improvement system is ongoing. The primary goal for new and experienced therapists is to identify problems of model adherence and provide assistance so the therapist can improve their practice. The goal with newly trained FFT therapist is to identify concerns with model fidelity early so additional training and supervision can be provided; for experienced therapists, the goal is to prevent model drift.

New Therapists

Subsequent to the initial three-day clinical training the following steps will occur during the first year of FFT practice.

Training/ Clinical Activity	Quality Assurance/Improvement Activity	Quality Improvement Activities/Action
Initial Clinical Training	Observation	Overall assessment provided to Juvenile Court and/or Regional Administrator on all therapists following initial training by FFT Quality Assurance Administrator
FFT Cases	Progress note	Activity:
(on going,		Information monitored by FFT clinical
minimum of		consultant through CSS and weekly
five active for	FSR and TSR	consultation
part time		
therapists and	Monthly Session Average	Action:
10-12 cases for	Based on 1 hour session per	FFT clinical consultant provides feedback
full time	family per week	in weekly consultation
therapists)		
Consultation	Weekly Supervision	Activity:
(on going,	Checklist	Supervision Rating entered on the CSS by

minimum of		FFT clinical consultant
four hours per		1 1 Cilineal Consultant
month)		Action:
,		Information monitored by FFT clinical
		consultant and FFT Quality Assurance
72.11	DIVID.	Administrator
Follow-up	FFT trainer provides feedback to FFT clinical	Activity: Verbal feedback provided to FFT clinical
training #1	consultant and FFT Quality	consultant based on therapist
(Approximately	Assurance Administrator	participation Action:
90 days after initial training)		FFT clinical consultant incorporates
mitiai training)		feedback into weekly consultation
Follow-up	FFT trainer provides	Activity:
training #2	feedback to FFT clinical consultant and FFT Quality	Verbal feedback provided to FFT clinical consultant based on therapist
(Approximately	Assurance Administrator	participation
six months after initial training)		Action: FFT clinical consultant incorporates
imuai training)		feedback into weekly consultation
Follow-up	FFT trainer provides	Activity:
training #3	feedback to FFT clinical	Verbal feedback provided to FFT clinical
(consultant and FFT Quality Assurance Administrator	consultant based on therapist
(Approximately nine months	Assurance Administrator	participation Action:
after initial		FFT clinical consultant incorporates
training)		feedback into weekly consultation
Global		Activity:
Therapist		GTR entered on the CSS
Rating(GTR)		Action:
(ongoing every		• GTR completed by FFT clinical
90-120 days)		consultant
,		GTR feedback provided to therapist
		by FFT clinical consultant
		GTR reviewed by FFT Quality
		Assurance Administrator
		Juvenile Court and/or Regional Administrators provided with GTR
		adherence/competence levels of
		each therapist at their site by FFT
		Quality Assurance Administrator

Timeline for experienced FFT Therapists

Training/ Clinical Activity	Quality Assurance/Improvement Activity	Quality improvement Activities/Action
FFT Cases (on going, minimum of five active for part time	Progress note FSR and TSR	Activity: Information monitored by FFT clinical consultant through CSS and weekly consultation
therapists and 10 -12 for full	Monthly Session Average Based on 1 hour session per week per family	Action: FFT clinical consultant provides feedback in weekly consultation
consultation (on going, minimum of four hours per month)	Weekly Supervision Checklist	Activity: Supervision Rating entered on the CSS by FFT clinical consultant Action: Information monitored by FFT clinical consultant and FFT Quality Assurance Administrator
Global Therapist Rating(GTR) (ongoing every 90-120 days)		 Activity: a. GTR entered on the CSS Action: GTR completed by FFT clinical consultant GTR feedback provided to therapist by FFT clinical consultant GTR reviewed by FFT Quality Assurance Administrator Juvenile Court and/or Regional Administrators provided with GTR adherence/competence levels of each therapist at their site by FFT Quality Assurance Administrator
Informal Improvement Plan	Global Therapist Rating CSS Review	Activity:a. GTR entered on the CSSb. CSS reviewed for service delivery profile including review of Weekly Supervision Checklists

1	eekly Supervision	Action:
Cir	ECKIISI	a. Overall feedback provided to therapist by FFT clinical consultant
		b. Informal agreement developed outlining areas for therapist to focus on in the next three month period. (The informal improvement plan may include additional adherence monitoring, individual supervision, and/or additional training)
		c. Informal plan shared by FFT clinical consultant with FFT Quality Assurance Administrator
		d. Juvenile Court and/or Regional Administrators may be provided with elements of the informal improvement plan
		for the therapist at their site by FFT Quality Assurance Administrator, if deemed
		necessary

Formal	Global Therapist Rating	Activity:
	Global Therapist Raining	a. GTR entered on the CSS
Improvement		b. CSS reviewed for service delivery profile
Plan	GGG D	
	CSS Review	including review of Weekly Supervision
(upon		Checklists
unsuccessful		c. Outcome of informal improvement plan
completion of	Weekly Supervision	items reviewed
informal	Checklist	
improvement		Action:
plan not to last	Informal Plan Outcome	a. Formal plan drafted by FFT Quality
more than six		Assurance Administrator in concert with
months)		FFT clinical consultant
,		
		b. Formal plan presented to FFT therapist
		by FFT Quality Assurance Administrator
		and FFT clinical consultant
		WAR 12 2 GRANNON GOLD BENEFIT
		c. The CJAA Advisory Committee and/or
		Regional Administrators will be informed
		of formal improvement plans by the FFT
		Quality Assurance Administrator. Any
		problems implementing the improvement
		plan will be referred to the WAJCA
		Executive Board.