

**PERSONAL SERVICES CONTRACT  
FOR  
MOTIVATIONAL INTERVIEWING TRAINING**

THIS CONTRACT is made and entered into this day between MICHAEL J. FULOP, PsyD, an individual, hereinafter called the “CONTRACTOR,” and PACIFIC COUNTY, a municipal corporation of the State of Washington, hereinafter called the “COUNTY.”

WHEREAS, the COUNTY desires to have motivational interviewing training (“MI training”) services provided to certain COUNTY employees and CONTRACTOR has the necessary skills, expertise and experience to perform said MI training services, as set forth herein.

NOW THEREFORE, in consideration of the terms, conditions and performances contained herein, the parties hereto agree as follows:

1. **SCHEDULE OF SERVICES AND PAYMENT.** CONTRACTOR will comply with the schedule set forth below in delivering MI training services:
  - A. MI training services will be rendered per the following schedule:
    - i. Day 1 will begin at 9:00 a.m. on June 29, 2023 and end at 4:00 p.m. the same day [6 hours training time].
    - ii. Day 2 will begin at 9:00 a.m. on June 30, 2023 and end at 4:00 p.m. the same day [6 hours training time].
  - B. Payment will be made from COUNTY to CONTRACTOR as follows:
    - i. No prepayment is required. Final payment shall be made upon satisfactory completion of the MI training services on June 30, 2023.
    - ii. The payment rate and total payment are as follows:
      - a. Day 1: \$1,750.00
      - b. Day 2: \$1,500.00
      - c. \$300.00 for two nights lodging
      - d. **Total payment = \$3,550.00**
2. **SERVICES PROVIDED BY CONTRACTOR.** CONTRACTOR will provide an Introductory Motivational Interviewing workshop training, which combines interactional learning, didactic material, videos, observational learning, small and large group discussions, and skills practice. The training shall consist of the workshop described on CONTRACTOR’s website as “Introduction to MI –Training Option (Introductory Workshop of 2-3 days).”
  - A. CONTRACTOR’s website includes the following description and recommendations for the workshop: With 16-24 hours of training contact time, it is possible to provide participants with an understanding of the spirit and method of MI, and to offer some practical experience in trying out this approach. A reasonable goal for this level of training is not MI proficiency, but rather to "learn how to learn" MI from ongoing practice. Expect a mix of didactic presentation, demonstration, and practice exercises. A limited number of participants per trainer allows some opportunity for observation and feedback. Limitations will vary depending on the precise goals and nature of the training, but we recommend no more than 40 participants per trainer. Research and experience caution that attendees may leave a one-time introductory workshop

overconfident in their mastery of MI. Optimally, this length of training should be provided in blocks of 4 hours or so, with opportunity in between for participants to practice MI and come back with experience and problems (for example, 4/4/4: 4 sessions of 4 hours each spread over 4 months). Many organizations choose to contract for full day concurrent workshops. While practical for attendees, this learning option reduces the applicability and retention of MI practice compared to dividing sessions with personal practice in between. Research indicates a reduction in MI skill level within 4 months (Miller & Mount, 2001). Adding opportunities for personal performance feedback (e.g., from practice audiotapes) and/or individual coaching can significantly increase the effectiveness of training in helping participants to improve their clinical proficiency.

- B. Possible workshop goals include the following:
- Describe the mindset of Motivational Interviewing [Spirit].
  - Explain how and why MI focuses on a guiding directional approach.
  - Describe Motivational Interviewing processes [Engage, Focus, Evoke, Empowerment].
  - Practice focused listening skills via OARS.
  - Describe the importance of change talk and sustain talk in MI practice.
  - Describe how to respond to change talk in clinical conversations.
  - Discuss “resistance” and discord in MI practice.
  - Discuss and practice softening patient sustain talk with OARS skills.
  - Utilizing an MI-adherent way to share professional information and expertise.
  - Understand situations in which deploying MI can be counterproductive.
  - Develop a self-directed MI learning plan.
- C. CONTRACTOR will employ an adult learner approach mixing skill demonstrations and supportive small group work to help attendees make some conceptual scaffolding.
- D. CONTRACTOR agrees to provide a printed workshop handout for each participant.
- E. CONTRACTOR agrees to provide slides as a download from the two-day workshop.
- F. COUNTY agrees that the number of attendees is limited to 20 for training fidelity. If the number of attendees by COUNTY exceeds 20 then additional attendees add \$250.00 to CONTRACTOR’s total fee.
- G. COUNTY agrees that CONTRACTOR will have ready access to:
- i. Functional high-speed internet connection not limited by extraneous issues,
  - ii. A functional and accessible projection system for presentation of slides, video streaming, and a designated technical person that can aid in solving potential technical issues [which seem to inevitably arise].
  - iii. A comfortable non-cramped training room for the expected number of participants including enough chairs and tables, temperature regulation, access to water and bathrooms, and appropriate snacks for attendees.

3. **EMPLOYEES OF CONTRACTOR.** CONTRACTOR shall not employ anyone in fulfillment of this Contract who is required to register as a sex offender under Chapter 9A.44.130 RCW or who has been prohibited from contact with a vulnerable adult under Chapter 74.34.130 RCW.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that CONTRACTOR is an independent contractor with respect to COUNTY, and is not an employee of COUNTY. COUNTY shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR or its employees.
5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** No federal or state income tax, or payroll tax of any kind shall be withheld or paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. No employees of CONTRACTOR shall be treated as employees with respect to services performed hereunder for federal or state tax purposes. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, and other benefits for CONTRACTOR and its employees, servants, and agents.
6. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained or paid for by COUNTY concerning CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall comply with workers' compensation laws concerning CONTRACTOR and the employees of CONTRACTOR.
7. **FRINGE BENEFITS.** Because CONTRACTOR is an independent business, neither CONTRACTOR nor any employees of CONTRACTOR shall be eligible for or participate in any employee pension, health or fringe benefit plan of COUNTY.
8. **TERMINATION.** This Contract may be terminated by either party, with or without cause, upon written notice provided on or before May 15, 2023. After May 15, 2023, this Contract may only be terminated upon good cause shown that was outside the control of the parties hereto.
9. **RETURN OF RECORDS.** Upon termination of this Contract, CONTRACTOR shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CONTRACTOR'S possession or under CONTRACTOR'S control and that are the COUNTY'S property.
10. **ASSIGNMENT/SUBCONTRACTORS.** CONTRACTOR's obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the COUNTY. CONTRACTOR shall not subcontract any part of the work to be performed under this Contract or assign this Contract without the specific written consent of the COUNTY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR shall be solely responsible for complying with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations.

## **12. PUBLIC RECORDS ACT.**

- A. This Contract and all public records associated with this Contract shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, CONTRACTOR agrees to make them promptly available to the COUNTY. If CONTRACTOR considers any portion of any record provided to the COUNTY under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.
- B. The COUNTY has, and by this section assumes, no obligation on behalf of CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to CONTRACTOR for releasing records not clearly identified by CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.
- C. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by CONTRACTOR or CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Contract shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which CONTRACTOR uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by CONTRACTOR and is not "work made for hire" within the terms of this Contract.

- 13. INSURANCE.** Without limiting CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
  - B. Workers' Compensation Insurance. If CONTRACTOR employs personnel, CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
  - C. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
  - D. Additional Insured. CONTRACTOR must name the COUNTY as an additional insured. CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.
14. **INDEMNIFICATION**. In accepting this Contract, CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
15. **ADJUSTMENT OF CLAIMS**. CONTRACTOR shall provide for the prompt and efficient handling of all claims arising out of the activities of CONTRACTOR under this Contract. CONTRACTOR agrees that all such claims, whether processed by CONTRACTOR or CONTRACTOR's insurer, either directly or by means of an agent, will be handled by one key person.
16. **ATTORNEY'S FEES**. If either party files suit to enforce this Contract, the parties agree that the substantially prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, expert witness fees, and costs of suit.
17. **DISPUTES**. Differences between CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY 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 CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the right to seek judicial relief.

18. **AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
19. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Washington. The venue of any litigation between the parties relating to this Contract shall be the Superior Court of Pacific County, State of Washington.
20. **NON-WAIVER.** The failure of either party to exercise any of its rights under this Contract for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
21. **NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

For COUNTY:

Pacific County Health & Human Services Department  
PO Box 26  
South Bend, WA 98586

For CONTRACTOR:

Michael J. Fulop  
2130 SW Jefferson Street, Suite 300  
Portland, OR 97201-7711

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

**22. 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 the Contract did not contain the particular provision held to be invalid.
- B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- C. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

23. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Michael J. Fulop

\_\_\_\_\_  
Lisa Olsen, Chair

\_\_\_\_\_  
Jerry Doyle, Vice Chair

\_\_\_\_\_  
David Tobin, Commissioner

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Prosecutor's Office      WSBA #

\_\_\_\_\_  
Amanda Bennett, Clerk of the Board