



Pacific County  
Board of Commissioners/Local Board of Health  
P O Box 187 \* 1216 W Robert Bush Drive  
South Bend, WA 98586  
Phone 360/875.9337 \* Fax 360/875.9335

Meetings are held the 2nd  
and 4th Tuesday of each  
month, beginning at 9 a.m.

REQUESTED MEETING DATE:

May 2020

## AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD/DEPUTY CLERK OF THE BOARD

ACTION: ☐ Approved/Confirmed ☐ Denied

Agenda Item # \_\_\_\_\_

☐ Subject to adequate budget appropriations

Initial \_\_\_\_\_ Date \_\_\_\_\_

☐ No action taken/withdrawn

☐ Tracking

☐ Deferred/Continued to meeting of \_\_\_\_\_ time \_\_\_\_\_

DISTRIBUTION LIST: ☐ RF ☐ CF ☐ SEA OTHER \_\_\_\_\_

☐ ASSR

☐ AUD

☐ CS

☐ CLERK

☐ DCD

☐ DPW

☐ EMA

☐ FAIR

☐ HLTH

☐ IT

☐ JUV

☐ NDC

☐ PACCOM

☐ PROS

☐ SDC

☐ PCSO

☐ SUPR CT

☐ TRSR

☐ VEG

☐ WSU

☐ 367C

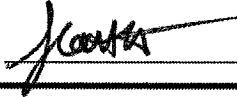
## AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Juvenile Court

Date 05/11/2020

Name & Title Scott Jacot, Juvenile Court Administrator

Signature 

### NARRATIVE OF REQUEST:

I am requesting that the BOCC sign the contract for Functional Family Therapy with Nelita Wallingford, who is our current provider. The term of the next contract is 5/31/2020 to 5/31/2022. State contract dollars are used to pay for this required service.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

## **CONTRACT FOR FUNCTIONAL FAMILY THERAPY**

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Nelita Wallingford, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires that the CONTRACTOR, perform and provide certain services that require specialized skills, abilities, and certification; and

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the services set forth hereafter in this agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Agreement.

The responsibilities of the CONTRACTOR shall include providing Functional Family Therapy, hereinafter referred to as "FFT" to juveniles who have been referred by the Pacific County Superior Court Juvenile Division. The CONTRACTOR will be FFT certified as a provider and will maintain certification while providing services to the COUNTY. Services will be provided on a case-by-case referral basis. The Juvenile Court Services Division is under no obligation to refer any cases to the CONTRACTOR and is free to refer cases to persons other than the CONTRACTOR. The CONTRACTOR may refuse to accept a case that is referred for services.

The CONTRACTOR shall submit monthly reports for each youth and family within 14 days of the end of each month.

Therapy shall be provided at the youth's home, or a public setting.

The CONTRACTOR shall meet with the youth and family weekly for 9 to 14 weeks.

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The CONTRACTOR will meet with the Juvenile Court staff for case consultation and will be available by phone for additional consultation.

Prior to services being initiated the CONTRACTOR will receive a written referral for services.

### **DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The CONTRACTOR shall document hours of professional service to the satisfaction of the Pacific County Superior Court Juvenile Division.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

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## SUBCONTRACTORS

If the CONTRACTOR utilizes subcontractors for the provision of services under this Contract, the CONTRACTOR will maintain sufficient documentation to verify that the subcontractor meets all the requirements under this Contract. In NO event shall the existence of a subcontract release or reduce the liability of the CONTRACTOR for any breach of performance.

The CONTRACTOR will notify the COUNTY of who the subcontractor is and what qualifications they have prior to the subcontractor providing services. The CONTRACTOR must have written approval from the COUNTY before subcontracting any performance of this contract.

## DURATION OF AGREEMENT

The term of this Agreement shall be effective as of 05/31/2020. The Agreement will terminate on 05/31/2022, unless the Agreement is mutually extended by the parties in writing.

## COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall compensate the CONTRACTOR for the services performed under this Agreement as follows:

The CONTRACTOR shall be paid as follows upon submission of appropriate billing:

- a. \$2,650 per successfully completed referred case, to be paid at completion of services.
- b. If the Contractor accepts a single referred case and is not providing services at the time for any other case, the total is \$3,680 with \$1,840 to be paid at the initiation of services and \$1,840 to be paid at the completion of services.
- c. \$200 per completed week for cases terminated prior to completion of services.
- d. If a case is terminated prior to services being provided for the initiation of services cost the difference will be subtracted from the cost of a completed case.
- e. If a verified family appointment that has been scheduled is not kept by the family and the contractor has traveled to provide services for the appointment the contractor shall be compensated up to a maximum of \$200. The exact amount will be determined by the Juvenile Court Administrator who will consider, but not be limited to, whether the contractor was able to provide services to any other families on the day the appointment was not kept.
- f. \$200 per week for interventions that are incomplete at the termination of this contract.
- g. \$50 per hour for interpreter services that are provided.

Appropriate billing shall include:

1. Date referral received.
2. Dates of services provided to juvenile and family.
3. Completion of services or non-completion of services.
4. Name(s) of Juvenile receiving services.

The CONTRACTOR agrees that he/she is an independent contractor with the COUNTY, and not an employee of the COUNTY for the purposes of performing the contractual duties specified herein. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is performing his/her duties under this contract as an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Agreement.

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

#### **COMPLIANCE WITH LAWS**

The CONTRACTOR, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, and administrative codes, including standards for licensing, certification, and operation of facilities and programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Agreement to assure quality of services.

#### **NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

#### **PUBLIC RECORDS ACT**

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This Agreement and all public records associated with this Agreement 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 the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the 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 the 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 the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that

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disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the 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.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

***PUBLIC RECORDS ACT to be included in RFP'S/BIDS***

The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory exemptions. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder.

**OWNERSHIP**

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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 the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement 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 the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

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## INDEMNIFICATION/HOLD HARMLESS

1. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
2. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
3. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## INSURANCE

Without limiting the 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.

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1. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, 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.
  2. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date
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of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

3. **Workers' Compensation Insurance.** 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).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

4. **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.
5. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The CONTRACTOR must name the COUNTY as an additional insured. The 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.

#### **ATTORNEY'S FEES/COST OF SUIT AND VENUE**

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

1. **Disputes.** Differences between the 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 their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.
2. **Choice of Law, Jurisdiction and Venue.** 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.

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 Pacific County, Washington.

3. **Severability.** 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.

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.

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.

### CONTRACT PROVISIONS

Payments due to the Provider/Contractor under this Agreement are expressly conditioned upon the Provider's/Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Provider/Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider/Contractor.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Name

\_\_\_\_\_  
Frank Wolfe, Chair, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Olsen, Commissioner

\_\_\_\_\_  
Marie Guernsey, Clerk of Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Runyon, Commissioner