

**Jefferson County
Board of County Commissioners
Agenda Request**

To: Board of County Commissioners
Philip Morley, County Administrator

From: Barbara Carr, Juvenile Court Administrator

Date: Week of January 13, 2014

Subject: Agreement for FFT Services
Craig Isenberg

Statement of Issue:

Jefferson County receives State dollars (DSHS/JRA) to fund evidence-based programs to appropriate juvenile offenders. These funds are used to support our FFT (Functional Family Therapy) program. Craig Isenberg has been selected through an RFQ process to replace Megan Smith as our FFT therapist for the juvenile department.

Analysis:

The research around FFT indicates that it reduces recidivism by 38% for juvenile offenders. Another "EBP", Aggression Replacement Training (ART) is also proven to reduce re-offending behaviors. Our ART program is funded by the Consolidated Juvenile Services contract with DSHS/JRA. The Evidenced Based Expansion dollars that fund FFT comes through a different source approved by the legislature back in 2007 and is currently continued through FY15.

Alternatives: n/a

Fiscal Impact:

The revenue and associated expenditures are included in my 2014 budget.

Recommendation:

That the Board sign the original of this Agreement between Jefferson County and Mr. Isenberg

Approved by:


Philip Morley, County Administrator

1/8/14

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the County of Jefferson, acting through the Jefferson County Commissioners and the Department of Juvenile and Family Services and CRAIG S. ISENBERG, hereinafter called the Contractor. The period of this contract shall be from date of execution until June 30, 2015. All work performed from July 1, 2013 through the date of execution is hereby ratified and included in this Agreement.

1. Definitions

- a. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- b. "Contracting Officer" means the Jefferson County Juvenile Court Administrator.
- c. "Contractor" means the entity performing services pursuant to this Agreement and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Contractor shall not be considered an employee or agent of Jefferson County.
- d. "Jefferson County" or "the County" means the County of Jefferson acting through the Jefferson County Commissioners and the Department of Juvenile and Family Services, and its employees and authorized agents.
- e. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

2. Statement of Work

- a. The Contractor shall provide Functional Family Therapy (FFT) to youth referred in writing, by Jefferson County Juvenile Services designees, in accordance with the FFT model, which shall include but is not limited to:
 - (1) Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy;
 - (2) General Precepts/Practice/Assessment practices contained in FFT initial 3-Day Training and 1-Day Systems Training;
 - (3) Clinical Guidance as supplied by:
 - (a) FFT, Inc.;

- (b) Local FFT Supervisor in formal consultation and any FFT site visits; and
 - (c) FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system
 - (d) The goal is for a full-time caseload or as close thereto as possible.
- b. Youth shall be under the jurisdiction of the Jefferson County Juvenile Court during the FFT intervention. To assist in this supervision, the FFT therapist must share all pertinent information with the Jefferson County Juvenile Services Probation Officer/Supervisor. Pertinent information includes treatment progress such as: in what FFT phase is the family currently working? (engagement, behavior change, generalization); what is the general family theme? (i.e., anger implies hurt); and What is the behavior change goal or target? (parenting skills, communication etc). In addition, if a youth is in possession of a weapon, is at risk to harm self or others, is the victim of abuse (reportable to Child Protective Services), or is not showing for treatment appointments, the probation counselor should be contacted. The Contractor shall safeguard electronic and hard copy client information.
- c. The Contractor shall submit reports to Jefferson County Juvenile Services as defined by the FFT authors.
- d. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A, RCW contractors and each of their employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a Jefferson County approved criminal history and background check. In addition, contractors, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a Jefferson County approved criminal history and background check. Contractors and each of their employees, subcontractors, and/or volunteers, regardless of whether their contact with clients/juveniles is considered to be regular or limited access to such persons, shall after their initial Jefferson County approved criminal history and background checks undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check.
- e. 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, Sexual Offense. The Contractor shall sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed contract.
- f. The Contractor shall maintain professional liability insurance in the amount of not less than \$1 million per occurrence and \$3 million aggregate. The County will be named as an "additional insured" through a Certificate of Insurance that will be provided annually to the Juvenile Services Administrator. To the extent the Certificate of Insurance lists or refers to any endorsements solely by name, description or number it shall be the responsibility of the Contractor

to obtain and provide to the Juvenile Services Administrator full and complete copy of the texts of such endorsements.

- g. The Contractor shall maintain with respect to any vehicle used to perform his obligations under this Agreement automobile liability insurance providing him with coverage for claims for personal injury or personal property damage made by third parties. Said automobile liability insurance shall be in amounts not less than those required by state law.
- h. All policies of insurance the Contractor is required to maintain pursuant to this Contract shall be primary to any third party liability coverage provided to the County by reason of its membership in a Ch. 48.62 "Risk Pool."
- i. With respect to any insurance the Contractor is required to maintain pursuant to this Contract any third party liability insurance-type coverage provided to the County by its participation or membership in a "Risk Pool" created under Ch. 48.62 RCW shall be non-contributory.
- j. All insurance policies the Contractor must maintain for purposes of this Agreement shall provide coverage on an occurrence basis.
- k. If the Professional Liability policy held by the Contractor to insure the Contractor regarding the work to be performed under this Contract provides coverage on a claims made basis, then each such Professional Liability insurance must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each such claims-made policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Contractor's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.
- l. The County may withhold a payment or compensation otherwise due to the Contractor if the Contractor fails to comply with any of the terms of this Statement of Work regarding Contractor's obligations concerning insurance. The County will not do so without written notice to the Contractor giving the Contractor ten (10) days to cure the breach.
- m. The insurance maintained by Contractor pursuant to this Agreement shall not in any manner limit or qualify the obligations of the Contractor under this Contract.

3. Billing Procedure

- a. The Contractor shall submit an Invoice Voucher to Jefferson County Juvenile Services monthly for services provided. In the situation where the number of

sessions per month do not total \$2,500.00 (due to low referrals, missed meetings or vacation of the contractor), the contractor will be reimbursed at a minimum of Twenty Five Hundred Dollars (\$2,500.00) for that month. For other months, the amount billed each month will correspond to the number of families being served and the number of sessions undertaken. The maximum professional fee to be paid to Contractor with respect to FFT services provided to a particular family that participates shall be Twenty-Five Hundred Dollars (\$2,500.00). Contractor is permitted to submit, in the interim, an Invoice Voucher to Jefferson County Juvenile Services monthly for services provided at the rate of Two Hundred Dollars (\$200.00) per session, except for Sessions 1 and 12, which should be billed at Two Hundred and Fifty Dollars (\$250.00). With respect to families that participate in less than 12 sessions the Contractor shall be paid at a rate of Two Hundred Fifty Dollars (\$250.00) for the first session and Two Hundred Dollars (\$200.00) per session for each additional session completed. The total sum to be paid to the Contractor during the term of this contract shall not exceed the amount of Seventy Seven Thousand, Two Hundred and Eight Dollars (\$77,208) for FFT services provided to offender youth.

- b. The County shall pay the Contractor upon acceptance of the Invoice Voucher. The invoice shall describe and document the following:
 - (1) Date and time period of service(s) performed;
 - (2) Name of juvenile(s); and
 - (3) Description of work performed.
- c. Payment shall be considered timely if made by The County within 30 days after receipt of the properly completed invoice.
- d. The Contractor accepts The County's payment as sole and complete payment for the services provided under this contract.
- e. The County shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or provided in accordance with Paragraph 2 "Statement of Work".

4. **Payment.** The County shall pay the Contractor an amount not to exceed the maximum consideration specified at Section 3a. of this Agreement for the performance of all work set forth in the Statement of Work in a manner which conforms to the reasonable practices, standards and protocols of the Contractor's profession and the FFT model

If this Agreement is terminated, then the County shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

5. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information

to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Contract, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to Ch. 42.56 RCW, the Public Records Act.

6. Governance

- a. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to existing law.
- b. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence, in the following order to:
 - Applicable federal and state law, regulations, and rules;
 - Any other provision of this Agreement; and
 - Any document incorporated by reference.
- c. In the event of a lawsuit involving this Agreement, venue shall be proper only in Jefferson County, Washington.
- d. The Contractor shall comply with all applicable non-discrimination and other local, state and federal laws, regulations and rules.

- 7. Indemnification.** The Contractor shall be responsible for and shall indemnify and hold Jefferson County harmless from all claims for damages or lawsuit resulting from the acts or omissions of the Contractor. Jefferson County shall be responsible and shall indemnify and hold the Contractor harmless from all claims for damages or lawsuits resulting from the acts or omissions of The County.

8. Inspection; Maintenance of Records

- a. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to Jefferson County Juvenile Services and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Agreement.
- b. During the term of this Agreement and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

- Document performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
- Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to The County and all expenditures made by the Contractor to perform as required by this Agreement.

9. **Insurance.** Jefferson County certifies it is insured through the county risk pool, and shall pay for losses for which it is found liable. For purposes of this Agreement, the Contractor shall maintain insurance as required in the Statement of Work, unless the Contractor is self-insured or insured through a risk pool.

10. **Alteration, Amendment, and Waiver.** This Agreement may be amended only by a written amendment signed by both parties. Only the County Contracting Officer may waive any provision of this Agreement on behalf of Jefferson County.

11. **Termination**

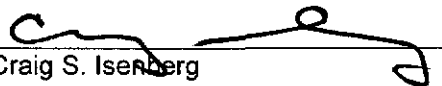
- If the funds Jefferson County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, The County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- Either party may terminate this Agreement for any other reason by providing 30 calendar days' written notice to the other party.

12. **Assignment.** The Contractor shall not assign all or any portion of this Agreement to a third party.

13. **Waiver of Default.** If Jefferson County waives any breach of this Agreement by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Agreement by the Contractor.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor:



 Craig S. Iserberg

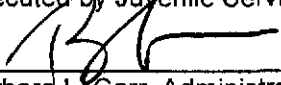
Dated: 1/4/14

Executed by the Board of County Commissioners:

 Chair

Dated: _____

Executed by Juvenile Services:



Barbara L. Carr, Administrator

Dated: _____


1/3/14

Attest:

Clerk of the Board

Dated: _____

Approved as to form only



Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

12/26/13