SJC Agreement No. 10JV.014
This Interlocal Agreement is between San Juan County Juvenile Court Services and Skagit County Youth and Family Services [Contractor]

Contractor Name: Skagit County Youth and Family Services
Address: 611 South 2nd Street, Mt. Vernon, WA 98273
Contractor Contact: John Lum
Phone: 360-336-9630
Fax: 360-336-9409

San Juan County: Juvenile Court Services
Address: 350 Court Street # 4, Friday Harbor, WA 98250
Contract Contact: Thomas Kearney
Phone: 360-370-7440
Fax: 360-378-6681

Contract Start Date: 7/1/2010
Contract End Date: 6/30/2011
Contract Maximum Consideration: $20,000.00
1. **Definitions**

   The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Contract" means the entire written agreement between San Juan County Juvenile Court Services (JCS) and the Contractor, including any Exhibits, documents, and materials incorporated by reference.

   b. "Contracting Officer" means the Contracts Administrator, or successor, of JCS or successor section or office.

   c. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

   d. "JCS" means San Juan County Juvenile Court 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.

   f. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.

   g. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

   h. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

   i. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.
2. Statement of Work

a. Services Provided: The Contractor shall provide Functional Family Therapy (FFT) to youth referred by Juvenile Court Services (JCS) designees, in writing, in accordance with the FFT model. This includes 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 FFT, LLC, A Nevada Limited Liability Company, the local FFT Supervisor in formal consultation and any FFT visits, and FFT clinical assessments and subsequent treatment plans of Youth through FFT case-reporting system.

b. Confidentiality: Youth will be on supervision with JCS during the FFT intervention. To assist in this supervision, the FFT therapist must share pertinent information with the assigned JCS probation counselor. The Contractor shall safeguard electronic and hard copy client information.

c. Reports: The Contractor shall submit reports as defined by the FFT authors. In addition, the contractor shall submit monthly treatment summaries to JCS on forms provided by JCS.

d. Additional Requirements: When the Contractor agrees to provide FFT to a youth and family, they must provide the services through to conclusion. The Contractor will accept referrals from JCS on a space available basis.

e. Background Check/Criminal History: 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 JCS 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 JCS approved criminal history and background check.

f. Sexual Misconduct: 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 JCS Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JCS with signed contract.

g. Credentials: The Contractor shall submit a copy of necessary license/registration/certification as required by law and JCS policy, to JCS with signed contract.

3. Billing and Payment

a. The Contractor shall be paid $45.95 per hour for direct service, including face to face and phone contact, collateral contacts, travel, consultation, and report writing, including full payment for client no-shows.

b. Prior to exceeding $735 per month per case or $2,205 total per case, approval by the JCS Administrator is required.

c. The costs of regularly scheduled &/or chartered flights for the FFT therapist to provide services in San Juan County will be approved by and paid directly by San Juan County Juvenile Court Services, provided grant funding availability.

d. The Contractor shall not be reimbursed for daily operating costs such as office supplies, telephones, and copying.

e. Requests for reimbursement shall include detailed information of client name, dates of service, type of service provided (direct client service, travel, report writing, collateral contacts, and consultation with FFT extern) and hours billed for each service.

f. Payment shall be considered timely if made by JCS within 30 days after the receipt of the properly completed invoice.

g. The Contractor accepts the JCS payment as the sole and complete payment for the services provided under this contract.

h. JCS 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." If JCS pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

i. If this Contract is terminated for any reason, JCS shall pay for only those services authorized and provided through the date of termination.
4. Advance Payment and Billing Limitations

   a. JCS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

   b. JCS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, JCS shall pay only for services authorized and provided through the date of termination.

   c. Unless otherwise specified in this Contract, JCS shall not pay any claims for payment for services submitted after 07/30/10.

5. Assignment

   The Contractor may not assign this Contract, or any rights or obligations contained in this Contract, to a third party.

6. Compliance with Applicable Law

   At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

7. 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 JCS.

8. Contractor Certification Regarding Ethics

   The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.
9. **Contractor Not an Employee of JCS**

For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of JCS. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of JCS or San Juan County. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits which would accrue to an employee of JCS or San Juan County. The Contractor shall indemnify and hold JCS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.

10. **Debarment Certification**

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by JCS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Any Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion pertaining to this Contract shall be incorporated into this Contract by reference.

11. **Execution, Amendment, and Waiver**

This Contract shall be binding on JCS only upon signature by JCS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of JCS.

12. **Governing Law and Venue**

This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in San Juan County, Washington.

13. **Inspection; Maintenance of Records**

a. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to JCS in order to monitor, audit, and evaluate the
Contractor's performance and compliance with applicable laws, regulations, and this Contract.

b. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

1. Document performance of all acts required by law, regulation, or this Contract;

2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and

3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to JCS and all expenditures made by the Contractor to perform as required by this Contract.

14. Indemnification and Hold Harmless

The Contractor agrees to defend, indemnify and save harmless the County, the State of Washington, and their appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, the State of Washington, and their elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. Insurance

Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance. The Contractor shall pay for losses for which it is found liable. The County shall maintain insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable. The County shall maintain insurance coverage as required in any Program Agreements.
16. **Nondiscrimination**

The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.

17. **Obligation to Ensure Health and Safety of JCS Clients**

The Contractor shall ensure the health and safety of any JCS client for whom services are provided by the Contractor.

18. **Order of Precedence**

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal, state, and local law and regulations;

b. The terms and conditions of this Contract; and

c. Any Exhibit, document, or material incorporated by reference.

19. **Ownership of Material**

Materials created by the Contractor and paid for by JCS as a part of this Contract shall be owned by JCS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by JCS, is owned by the Contractor; however, JCS shall have a perpetual license to use this material for JCS internal purposes at no charge to JCS.

20. **Severability; Conformity**

The provisions of this Contract are severable. If any provision of this Contract is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

21. **Subcontracting**

Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of
JCS. The Contractor shall be responsible for the acts and omissions of any Subcontractor.

22. **Survivability**

The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of JFCS Assets.

23. **Termination Due to Change in Funding / Comply with Funding Agreement**

Funding to JCS relied upon for this Contract is to come from an intergovernmental agreement with JRA.

If the funds JCS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, JCS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

24. **Termination for Convenience**

JCS may terminate this Contract in whole or in part when it is in the best interest of JCS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving JCS at least thirty (30) calendar days' written notice addressed to JCS at the address listed on page 1 of this Contract.

25. **Termination for Default**

The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if JCS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with JCS;

b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

26. **Termination and Expiration Procedure**

The following provisions apply if this Contract is terminated or expires:

a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.

b. The Contractor shall immediately deliver to the JCS Contact named in this Contract, or to his or her successor, all JCS assets (property) in the Contractor’s possession, including any material created under this Contract. The Contractor grants JCS the right to enter upon the Contractor’s premises for the sole purpose of recovering any JCS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return JCS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of JCS that is in the possession of the Contractor.

c. JCS may withhold a sum from the final payment to the Contractor that JCS determines necessary to protect JCS against loss or additional liability.

d. The rights and remedies provided to JCS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.

27. **Treatment of Assets Purchased by Contractor**

Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and JCS waives all claim of ownership to such property.
28. **Treatment of Client Assets**

Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's personal property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of this Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

29. **Treatment of JFCS Assets**

Title to all assets (property) purchased or furnished by JCS for use by the Contractor during this Contract term shall remain with JCS. The Contractor shall protect, maintain, and insure all JCS property in the Contractor's possession against loss or damage and shall return JCS property to JCS upon Contract termination or expiration.

31. **Waiver of Default**

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.
IN WITNESS WHEREOF, the parties have executed this Agreement, ___ day of November, 2010

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

SAN JUAN COUNTY
Superior Court Judge – San Juan Co
Honorable Donald E. Eaton

Pete Rose
San Juan County -- Administrator

APPROVED AS TO FORM ONLY:

Randall K. Gaylord
San Juan County Prosecuting Attorney

By: [Signature]
Department Head

By: [Signature]
Budget & Finance Director

Approved as to Indemnification:

By: [Signature] 10/24/2010
Risk Manager

FFT CONTRACT 12