

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Mark McCauley, County Administrator

FROM: Shannon Burns, Juvenile Court Administrator

DATE: January 23, 2023

RE: Agreement for Family Functional Therapy and Individual Counseling Services with Mark Farley, Options Counseling

STATEMENT OF ISSUE:

Jefferson County receives State dollars (DCYF/JR) to fund evidence-based programs for juvenile offenders who are moderate and high risk to reoffend. These dollars cannot be used to serve low risk youth or non-court involved youth, such as Truancy and At-Risk Youth. This agreement reflects use of dollars awarded from Fund 131-Sales Tax in order to serve youth with evidence-based programs, before they become moderate/high risk or court involved.

ANALYSIS:

Juvenile Services, through Mark Farley and Options Counseling, will provide Functional Family Therapy (FFT) and individual counseling hours, both rooted in evidence-based practice, as preventative intervention to non-court involved youth.

FISCAL IMPACT:

This program is funded by the Fund-131-Sales Tax from January 1, 2023 through December 31, 2024.

RECOMMENDATION:

That the Board approve and sign the agreement between Jefferson County and Mark Farley, Options Counseling.

DEPARTMENT CONTACT:

Shannon Burns

REVIEWED BY:


Mark McCauley, County Administrator

1/20/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, between the County of Jefferson, acting through the Jefferson County Commissioners and the Department of Juvenile and Family Services, and MARK FARLEY, Options Counseling Services. The period of this Agreement shall be from January 1, 2023 through December 31, 2024. All work performed from January 1, 2023 through the date of execution consistent with this Agreement is hereby ratified.

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 Marcus Farley, the Contractor's officers, directors, trustees, subcontractors, employees and/or agents unless otherwise stated in this Agreement.
- 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) for the Jefferson County Juvenile Services Department, providing competent FFT therapy to youth who are referred via that Jefferson County Truancy and At-Risk Family FFT Project, in writing by Jefferson County Juvenile Services, 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.
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- b. The Contractor Shall provide Individual Counseling for the Jefferson County Juvenile Services Department for youth referred via that Jefferson County Truancy, At-Risk Family FFT Project and who are assessed as motivated and engaged for such services. Individual Counseling will include Evidence-Based Practices (EBP) such as Dialectical-Behavioral Therapy, Cognitive Behavioral Therapy, Motivational Interviewing and other modalities.
 - c. Youth shall be under the jurisdiction of the Jefferson County Juvenile Court's Truancy, At-Risk Family Project during the Individual Counseling or FFT intervention. To assist in this supervision, the Contractor must share all pertinent information with the Jefferson County Juvenile Services Case Manager. 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/individual 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 Case Manager should be contacted. The Contractor shall safeguard electronic and hard copy client information.
 - d. The Contractor shall submit reports to Jefferson County Juvenile Services as defined by the FFT authors.
 - e. The Contractor shall notify and obtain written approval of the Juvenile Court Administrator prior to any changes in subcontractors performing services pursuant to this Agreement.

3. Billing Procedure

- a. The Contractor shall submit an Invoice Voucher to Jefferson County Juvenile Services no more than monthly for services provided. The breakdown for payment of FFT Services (1) and Individual Counseling (2) are as follows:
 - (1) The professional fees to be paid to Contractor with respect to FFT services

will be as follows: The maximum professional fee to be paid to Contractor with respect to FFT services provided to a particular family that participates in the intervention shall be Twenty-Five Hundred Dollars (\$2500.00). Contractor is permitted to submit, in the interim, an Invoice Voucher to Jefferson County Juvenile Services monthly for services provided at the rate of One Hundred Ninety Dollars (\$190.00) per session, except for Sessions 1 and 12, which should be billed at Three Hundred Dollars (\$300.00). With respect to families that participate in less than 12 sessions, the Contractor shall be paid at a rate of Three Hundred Dollars (\$300.00) for the first session, and One Hundred Ninety Dollars (\$190.00) for each additional session completed. The total sum to be paid to the Contractor during the term of this Agreement shall not exceed the amount of Fifteen Thousand Dollars (15,000).

(2) The professional fees to be paid to Contractor with respect to Individual Counseling will be as follows: The maximum fee to be paid by contractor with respect to Individual Counseling services provided to a particular youth that participates in the intervention shall be at an hourly rate of \$120 per hour. The total sum to be paid to Contractor during the term of this Agreement for Individual Counseling shall not exceed the amount of Five Thousand Dollars (\$5,000).

(3) The total sum to be paid to the Contractor during the term of this Agreement for the combination of FFT and Individual Counseling shall not exceed (\$20,000).

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: FFT or Individual Counseling

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 Agreement.

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 Section 2. Statement of Work.

4. **Background Check.** 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. Regardless of whether their contact with clients/juveniles is considered to be regular or limited access to such persons, the contractors, subcontractors and each of their employees as well as any volunteers 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.

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.

5. **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.

6. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. 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 Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, 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.

7. **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.

8. **Indemnification.** The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

9. **Independent Contractor.** The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee or subcontractor of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee or subcontractor of Contractor.

10. 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 Agreement, 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.

11. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including an electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

12. Insurance. Jefferson County certifies it has third party liability coverage through the county risk pool, and shall pay for losses for which it is found liable. The Contractor shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

- a) If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Contractor is located.

- b) Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.
- c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
- a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;
 - c. Broad Form Contractual/Commercial Liability – including completed operations;
 - d. Premises – Operations Liability (M&C);
 - e. Independent Contractors and subcontractors;
 - f. Blanket Contractual Liability.
- d) 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 and the Clerk to the BOCC. 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.
- e) All policies of insurance the Contractor is required to maintain pursuant to this Agreement 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.”
- f) Any coverage for third party liability claims provided to the County by a “Risk Pool” created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- g) All insurance policies the Contractor must maintain for purposes of this Agreement shall provide coverage on an occurrence basis, except as provided in paragraph g) below.
- h) If the Professional Liability policy held by the Contractor to insure the Contractor regarding the work to be performed under this Agreement

provides coverage on a claim 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.

- i) The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.
- j) It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k) 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.
- l) The insurance maintained by Contractor pursuant to this Agreement shall not in any manner limit or qualify the obligations of the Contractor under this Agreement. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

- 13. 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.
- 14. Termination**
- a. 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.
 - b. Either party may terminate this Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- 15. Assignment.** The Contractor shall not assign all or any portion of this Agreement to a third party, except by prior written approval of the Juvenile Court Administrator for subcontractors.
- 16. 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.
- 17. Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.

[SIGNATURES FOLLOW ON NEXT PAGE]

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:

Mark Farley, Options Counseling Services

Dated: _____

Executed by the Board of County Commissioners:

Greg Brotherton, Chair

Dated: _____

Kate Dean, Commissioner

Dated: _____

Heidi Eisenhour, Commissioner

Dated: _____

Executed by Juvenile Services:


Shannon S. Burns, Administrator

Dated: 01/20/2023

Attest:

Carolyn Gallaway, Clerk of the Board

Dated: _____

Approved as to Form Only


Philip Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Dated: January 20, 2023

Certificate of Liability Insurance

Date Issued: 01/06/2023

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Mark T Farley
 450 Saddle Drive
 Port Townsend, WA 98368

Policy Number: AR19221
Policy Term: 02/08/2023 to 02/08/2024
Occupation: Licensed Mental Health Counselor

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
• Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

Jefferson County Juvenile & Family Court Services
 1820 Jefferson St.
 Port Townsend, WA 98368

☒ **Certificate Holder has been added as an additional insured**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

C. Philip Hodson

Authorized Representative
 C. Philip Hodson