

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Shannon Burns, Juvenile Court Administrator

DATE: July 7, 2025

RE: Agreement for Family Preservation Services (FPS) with Patricia Oden, Instilling Vision in Youth and Families

STATEMENT OF ISSUE:

Juvenile Services receives dollars through 1/10th of 1% Behavioral Health Sales Tax Fund to provide Family Preservation Services, an in-home therapeutic model for families that are experiencing discourse. Juvenile Services also has funding under “professional services” to provide therapeutic interventions for families and teens. Family Preservation Services is an in-home model that uses evidence-based techniques and part of WISPP menu of programs for youth and families. Patricia Oden is trained, certified, and has over 10 years’ experience in providing this service. This service is not available in the community without being involved with DCYF/Child Welfare.

ANALYSIS:

Research around in-home counseling addressing the whole family unit indicates that it reduces court involvement, youth truancy, and running away behaviors. Even without research, Family Preservation Services fills a need and gap in Jefferson County for in-home family therapy. It reduces many barriers in accessing services in our rural community by having the therapist come to the family at their convenience.

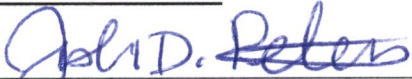
FISCAL IMPACT:

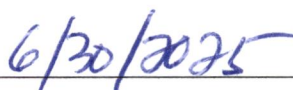
Juvenile Services has currently been awarded \$15,000 for year 2025 and year 2026. Juvenile Services also has access to funds through professional services included in its budget.

RECOMMENDATION:

That the Board approve and sign the agreement between Jefferson County and Patricia Oden, Instilling Vision in Youth and Families.

REVIEWED BY:


Josh Peters, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County and Patricia Oden, Instilling Vision in Youth and Families Contract No: 2025-6

Contract For: Family Preservation Services

Term: 07/01/2025-06/30/2027

COUNTY DEPARTMENT: Juvenile and Family Court Services

Contact Person: Shannon Burns

Contact Phone: (360)385-9221

Contact email: Sburns@co.jefferson.wa.us

AMOUNT: \$30,000

Revenue:

Expenditure: \$30,000

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Sole Source

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/20/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/17/2025.

PSA agreement. Two payment sections 3 and 5 referencing each other.

Otherwise, standard PSA language included.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT

Between
Jefferson County Juvenile and Family Court Services
And
Patricia Oden, Instilling Vision in Youth and Families

THIS AGREEMENT, made and entered into this 2 day of June, 2025, between the County of Jefferson, acting through the Jefferson County Commissioners and the Department of Juvenile and Family Services, and Patricia Oden, Instilling Vision in Youth and Families. The period of this Agreement shall be from July 1, 2025 through December 31, 2027. All work performed from July 1, 2025 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 Patricia Oden, 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.
- f. "Family Preservation Services (FPS)" is a clinical intervention that uses evidence based techniques from Functional Family Therapy, Triple P (Positive Parenting Program), Promoting First Relationships and Motivational Interviewing. It is a short-term family intervention with an average of 10-16 in-home sessions over three to four months. FPS will be provided to youth (11-17) who are referred for behavioral, emotional problems and/or family discourse. FPS is strength-based, solution focused model built on a foundation of acceptance and respect for all family member's culture, values, and ethnicity. FPS has a blue book standard and requires training and standards.

2. Statement of Services

- a. The Contractor shall provide Family Preservation Services for the Jefferson County Juvenile Services Department, providing competent FPS therapy to referred, diverted and adjudicated youth. Referrals from Juvenile Services will be in writing and include underlying reason for referral, names and phone number of family members, and any pertinent information the Contractor will need to know. To insure clinical requirements to model fidelity, the therapist will:
 - Apply concepts and practices contained in the most recent Blueprints for Violence Prevention; Family Preservation Services Model and Fidelity.
 - Remain certified and current in the FPS model.
 - Provision of services will be culturally appropriate for the youth and families served.
- b. Youth shall be under the jurisdiction of the Jefferson County Juvenile Court during the intervention through a Referral of Concern, Youth at Risk, Child in Need of Services, Diversion, or Court Involved case. To assist in this supervision, the Contractor must share all pertinent information with the Jefferson County Juvenile Services Case Manager/Juvenile Court Administrator (JCA). Pertinent information includes treatment progress such as:
 - Contractor will inform the juvenile court when in-home services starts.
 - Sessions will be at the youth's home, or another setting deemed to be appropriated and agreed by the youth /family and Contractor.
 - Contractor will provide the Juvenile Court with weekly updates via phone or email on: sessions, family's status, and clinical or safety concerns.
 - Contractor will inform the court when a family cancels or no shows for a session.
 - When mutually agreed upon, Contractor will attend monthly probation staffing meetings.
 - Contractor will inform Juvenile Court of the behavior change targets, to incorporate them into the service plan.
 - Contractor will inform the Juvenile Court of the community resources the youth and family may need.
 - Contractor will share the youth and caregiver's final outcome measures.
- c. 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. Payment

- a. The Contractor shall submit an Invoice Voucher to Jefferson County Juvenile Services no more than monthly for services provided. The breakdown for

monthly payment of FPS Services is as follows:

The professional fees to be paid to Contractor with respect to FPS services will be as follows: the contractor will be paid Three Thousand dollars for families that have successfully completed the full FPS intervention. Contractor is permitted to submit, in the interim, an Invoice Voucher to Jefferson County Juvenile Services monthly for services provided at the rate of (\$250.00) per session completed per family. If the intervention is extended past 10 sessions, the Contractor may provide 4 additional sessions at a rate of (\$200.00) per session up until the 14th session. The total sum to be paid to the Contractor during the term of this Agreement shall not exceed the amount of Thirty Thousand (30,000.00), unless additional funds are made available through revenue sharing.

- 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 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 FPS 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) 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.

c) 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.

- d) 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."
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

- j) 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.
- k) 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:

**Patricia Oden, Instilling Vision in Youth
and Families**

Date: _____

Executed by the Board of County Commissioners:

Heidi Eisenhour, Chair

Dated: _____

Greg Brotherton, Commissioner

Dated: _____

Heather Dudley-Nolette, Commissioner

Dated: _____

Executed by Juvenile Services:

Shannon Burns, Administrator

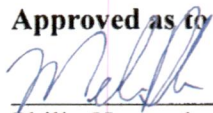
Dated: _____

Attest:

Carolyn Galloway, Clerk of the Board

Dated: _____

Approved as to Form Only

 for _____
Philip Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Dated: 06/17/2025

CONTRACT REVIEW FORM

Clear Form

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