

CONTRACT FOR FUNCTIONAL FAMILY THERAPY

THIS CONTRACT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Jeremy Schintz, hereinafter referred to as the "CONTRACTOR".

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

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

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereby agree as follows:

I. 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 Contract.

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.

The CONTRACTOR will meet monthly 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.

II. NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS

The services to be furnished under the terms of this Contract shall be performed by the CONTRACTOR and shall not be assigned, delegated, or subcontracted in whole or in part without the express written consent of the COUNTY.

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.

III. DURATION OF CONTRACT

The term of this Contract shall be effective as of April 1, 2012. The Contract will terminate on April 1, 2014, unless the Contract is mutually extended by the parties in writing.

IV. COMPENSATION AND METHOD OF PAYMENT

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

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

- a. \$2,550 per successfully completed referred case.
- b. \$1,275 to be paid at initiation of services.
- c. \$1,275 to be paid at the completion of services.
- d. \$200 per completed week for cases terminated prior to completion of services.
- e. If a case is terminated prior to services being provided for the \$1,275 initiation of services cost the difference will be subtracted from the cost of a completed case.
- f. 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.
- g. \$200 per week for interventions that are incomplete at the termination of this contract.

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 Contract.

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

V. COMPLIANCE WITH LAWS

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

VI. NON DISCRIMINATION IN SERVICE

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

VII. INDEMNIFICATION/HOLD HARMLESS

In accepting this Contract, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

VIII. TERMINATION

If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract. In addition, the County may terminate this Contract by giving thirty (30) days notice in writing. If this Contract is terminated, the COUNTY shall be liable for payment for services rendered prior to the effective date of termination.

IX. ATTORNEY'S FEES/COSTS 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. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

X. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties.

XI. THIS CONTRACT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF WASHINGTON

XII. SEVERABILITY

If any provision of this Contract or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of this Contract, or the application of the provision to other persons or circumstances shall not be affected.

XIII. BINDING EFFECT

This Contract shall be binding on the parties hereto and on their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this CONTRACT the date(s) so noted below.

CONTRACTOR
Schintz Consulting Service Inc.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Jeremy Schintz Date

Lisa Ayers, Chair

UBI #

Norman B. Cuffel, Commissioner

Social Security #

Jon Kaino, Commissioner

APPROVED AS TO FORM:
Pacific County Prosecuting Attorney

ATTEST:

David J. Burke Date

Clerk of the Board Date