CONTRACT FOR FUNCTIONAL FAMILY THERAPY

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Nelita Wallingford, 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 Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

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 Agreement.

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 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 – DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS

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 - SUBCONTRACTORS

If the CONTRACTOR utilizes subcontractors for the provision of services under this Contract, the CONTRACTOR will maintain sufficient documentation to verify that the subcontractor meets all the requirements under this Contract. In NO event shall the existence of a subcontract release or reduce the liability of the CONTRACTOR for any breach of performance.

The CONTRACTOR will notify the COUNTY of who the subcontractor is and what qualifications they have prior to the subcontractor providing services.

IV – DURATION OF AGREEMENT

The term of this Agreement shall be effective as of **05/30/2014**. The Agreement will terminate on **05/30/2016**, unless the Agreement is mutually extended by the parties in writing.

V – COMPENSATION AND METHOD OF PAYMENT

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

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

a. $2,610 per successfully completed referred case.

b. $1,305 to be paid at initiation of services.

c. $1,305 to be paid at the completion of services.

d. If the Contractor accepts a single referred case and is not providing services at the time for any other case, the total is $3,672 with $1,836 to be paid at the initiation of services and $1,836 to be paid at the completion of services.

e. $200 per completed week for cases terminated prior to completion of services.

f. If a case is terminated prior to services being provided for the initiation of services cost the difference will be subtracted from the cost of a completed case.

g. 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.

h. $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 Agreement.

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

VI – COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of this Agreement, 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 Agreement to assure quality of services.

VII – 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.

VIII – INDEMNIFICATION

In accepting this Agreement, 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.

IX-INSURANCE

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 the CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRATOR 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.

X – TERMINATION

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

XI – ATTORNEY'S FEES/COSTS OF SUIT AND VENUE

If either party files suit to enforce this Agreement, 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 Agreement shall be filed in the Pacific County Superior Court.

XII – ENTIRE AGREEMENT

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

XIII – This Agreement shall be interpreted according to the laws of the State of Washington.

XIV - SEVERABILITY

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

XV - BINDING EFFECT

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20__.

CONTRACTOR	BOARD OF COMMISSIONERS PACIFIC COUNTY, WASHINGTON
_____ Name	_____ Chairperson
_____ Social Security Number	_____ Commissioner
_____ Business Number	_____ Commissioner
Approved as to Form:	ATTEST:
_____ David Burke Pacific County Prosecuting Attorney	_____ _____ Clerk of the Board