

CLARK COUNTY STAFF REPORT

DEPARTMENT: Juvenile Department

DATE: August 25, 2016

REQUESTED ACTION: That the County Manager approve a contract with Dr. David Simonsen Ph. D., PLLC Creative Counseling Solutions Inc. to manage the Functional Family Therapy Program for the Clark County Juvenile Court.

Consent
 Hearing
 County Manager

BACKGROUND

In 1997, the Washington State Legislature passed the Community Juvenile Accountability Act (CJAA) to reduce juvenile crime by establishing evidence based programs in the state's juvenile courts. Functional Family Therapy (FFT) is an empirically-based family intervention program for at risk and delinquent youth who are 11-18 years of age. FFT is offered in many Washington State Juvenile Courts, including Clark County, through Consolidated Juvenile Services grants from the Washington State Department of Social and Health Services Rehabilitation Administration. Clark County contracts with a contractor who has the expertise and is licensed by the State of Washington to provide and manage FFT services to Juvenile Court youth and families.

This contract is to manage FFT services as provided under terms of the Rehabilitation Administration Consolidated Juvenile Services contract, and is separate from an additional \$75,000 contract with Creative Counseling Services to manage other Evidenced Based Expanded FFT services. This contract replaces and supersedes the prior agreement to manage FFT services under David Simonsen, aka MFT Solutions.

COUNCIL POLICY IMPLICATIONS

There are no known Council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no known Council policy questions.

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$100,000 DSHS Rehabilitation Administration Consolidated Contract FY 16-17
Account	0001 General Fund
Company Name	Creative Solutions Counseling Inc.

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Christine Simonsmeier
Juvenile Court Administrator

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 9/6/16

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

CONTRACT

THIS AGREEMENT, entered this 1st day of July , 2016, by and between CLARK COUNTY JUVENILE COURT, after this called "County," and CREATIVE SOLUTIONS COUNSELING INC. , after this called "Contractor". This contract replaces and supersedes the prior agreement under David Simonsen aka MFT Solutions.

WITNESSETH

WHEREAS, Clark County Juvenile Court is entering into an agreement with the Contractor to manage the Functional Family Therapy Program for the County, and

WHEREAS, the Contractor is duly licensed by the State of Washington and has the expertise to provide such services, and

WHEREAS, Clark County Juvenile Court does not have available staff nor the expertise to provide such services for the benefit of the families in need of Functional Family Therapy services, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

I. Statement of Work:

A. To provide professional services for Clark County Juvenile Court, and to perform those services as set out in the attached proposal and incorporated herein by this reference as Exhibit "A"

II. General Agreements:

A. The Contractor is not an employee of Clark County and is not eligible for any employee benefits. The Contractor is responsible for all taxes applicable to this agreement. No third party beneficiary intended.

B. The Contractor is not an agent of Clark County and does not have authority to bind Clark County.

C. All work products developed as a result of this contract will be owned by Clark County. Such work products may include but are not limited to reports, case records and evaluations.

JC 2016-10

1. Clark County Juvenile Court agrees:

- a. to abide by the agreed upon responsibilities outlined in the Statement of work;*
- c. will make payment to the Contractor as specified in this agreement.*

2. The Contractor agrees:

- a. to undertake the contract in a timely manner and perform the tasks in accordance with the provisions of the Statement of Work;*
- b. to account for hours worked in performance of tasks associated with this contract;*
- c. to invoice the County according to the schedule outlined in Section IV, including documentation of required products and outcomes.*

III. Time. The contract shall be deemed effective beginning:

July 1, 2016 and ending June 30, 2017.

IV. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

A. Payments shall be as outlined in Attachment "B" and will pay out no more than \$2,900 per case up to a maximum budget of \$100,000.00. Services will be limited to 35 cases and a 1 time training fee during the twelve month contract.

B. The parties mutually agree that in no event shall the amount of billing exceed \$100,000.00 without prior written approval of the County.

V. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project, from wheresoever obtained ceases or is reduced in amount. The Contractor will be reimbursed

for services expended up to the date of termination.

VI. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

VII. Indemnification Clause. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

VIII. Liability Insurance. The Contractor shall provide to the County a copy of commercial general liability insurance to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$500,000 per occurrence and \$1,000,000 annual aggregate limit, with a maximum deductible of \$5,000.00. The Contractor shall provide to the County a copy of a professional Errors and Omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a maximum deductible of \$5,000. The Contractor shall provide to the Clark County Department Juvenile Court a copy of the appropriate certificate of insurance or evidence of self-insurance. The certificate will show the coverage, deductible, policy period and amount of coverage and the commercial general liability and the errors and omissions policies shall name Clark County as an additional insured. The policy shall be endorsed to

state that coverage will not be suspended, voided, canceled, or reduced without a 30 day written notice by certified mail (return receipt requested) to the County. Cancellation of the policy or policies is grounds for termination of this Agreement.

IX. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

X. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

XI. Contract Documents. Contract documents consist of this agreement and Exhibit "A," which consists of a Statement of Work and Exhibit "B" which consists of Service Steps and billing requirements per step. Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.

XII. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

XIII. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

XIV. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

XV. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential. The Contractor shall not use, publish, transfer, sell or otherwise disclose an Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- 1. As provided by law, or,*
- 2. In the case of Personal Health Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Health Information.*
- 3. When transmitting Confidential Information the Contractor will do one or more of the following, as appropriate:*
 - a. Ensure security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons and by verifying after transmittal that the fax was received by the intended recipient, or*
 - b. Encrypting email and/or email attachments which contain the Confidential Information.*

XVI. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

XVII. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or

negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.


XVIII. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.


APPROVED AS TO FORM ONLY

CLARK COUNTY JUVENILE COURT
CLARK COUNTY, WASHINGTON


Christopher Horne,
Deputy Prosecuting Attorney


~~Christine Simonsmeter~~ Administrator Ernie Veach-White

Date: 8/15/16


Dr. David Simonsen, Ph.D., PLLC,
Creative Solutions Counseling, Inc..

Date: 8/15/16


COUNTY MANAGER

EXHIBIT A

Total maximum amount for all Service Steps per case is **\$2,900.43**

Step 1 – Case Processing - \$237.67

Administrative processing of client information; and

Established appointment times with family to conduct initial meeting.

Step 2 - Engagement and Motivational Phase - \$1,172.40

The following activities must be conducted to achieve completion prior to conducting activities under Step 3:

- a. An initial face-to-face meeting shall be held with the family where the focus shall be increasing the family's interest in services, and increasing the family's motivation for change;
- b. Assessments, as defined by CA contracted FFT consultant, Functional Family Therapy, Inc. shall be conducted; and

Step 3 – Behavior Change, Generalization and Case Closure - \$1,489.93

The follow activities must be completed:

- a. Develop and implement individualized change plans that reduce risk factors and increase protective factors; and
- b. Individualized treatment goals reached;
 - (1) Relapse plan developed; andCommunity and family connections established to sustain treatment gains.

Unavailable for Services - \$48.85

Payment for service referrals for which family was unavailable for service, for example, if the family refused services or the provider was unable to contact the family.