

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/11/2020 BC 08/25/2020
Subject:	Lutheran Community Services Northwest Amendment No. 1
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

The purpose of Professional Services Contract Amendment No. 1 is to amend Section 3 ("Services Provided") and Section 5 ("Compensation") in its entirety to include additional rate for brief family counseling services to be provided.

The attached Professional Services Contract Amendment No. 1 commences on July 1, 2020 and expires June 30, 2022.

Fiscal Impact

Amount: Amount not to exceed \$75,000.00.

Fund: To be paid out of Contract Fee for Services 173 and Family Services Fund 0138101. No Supplemental required.

Recommendation

We recommend that the Boards of County Commissioners approve the Professional Services Contract Amendment No. 1 between Lutheran Community Services Northwest and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Professional Services Contract Amendment No. 1 with Lutheran Community Services Northwest.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF EXECUTING AMENDMENT NO. 1 BETWEEN BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND LUTHERAN COMMUNITY SERVICES NORTHWEST A PROFESSIONAL SERVICES CONTRACT FOR THE DELIVERY OF FUNCTIONAL FAMILY THERAPY APPROVED BY BENTON COUNTY RES. NO. 2020 452 AND FRANKLIN COUNTY RES. NO. 2020 142

WHEREAS, Benton Franklin Counties Juvenile Justice Center currently contracts with Lutheran Community Services Northwest; and

WHEREAS, Lutheran Community Services Northwest provides Functional Family Therapy to youth referred by the Counties; and

WHEREAS, the purpose of the Professional Services Contract Amendment No.1 is to amend Section 3 ("Services Provided") and Section 5 ("Compensation") of the agreement to include additional rate for brief family counseling services to be provided; **NOW, THEREFORE**,

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Professional Services Contract Amendment No. 1 between Benton Franklin Counties Juvenile Justice Center and Lutheran Community Services Northwest for a consideration amount not to exceed \$75,000.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2020 and expires on June 30, 2022.

DATED this ____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Lutheran Community Services Northwest, 4040 South 188th Street, Suite 300, SeaTac, WA 98188 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2020 452 executed on July 14, 2020 and Franklin County Resolution No. 2020 142 executed on June 23, 2020 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 3 of the Contract ("Services Provided"), shall be amended in its entirety to include additional services to be provided, and shall read:
 - a. The CONTRACTOR will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:
 1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
 2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.
 3. Acceptance of Clinical Guidance as supplied by FFT, Inc, including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.
 4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.
 5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to

this Contract and incorporated herein by reference. This includes but is not limited to: the concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.

6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

No later than the 5th of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

7. Participate in mutually agreed upon case staffing and program review meetings.
 8. Maintain an approved level of proficiency with the FFT model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.
 9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.
- b. Additional FFT requirements include but are not limited to:
1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.
 2. The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.
 3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.
- c. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.
- d. The CONTRACTOR shall provide brief family counseling provided to educate and support families dealing with family violence.

Steps Involved:



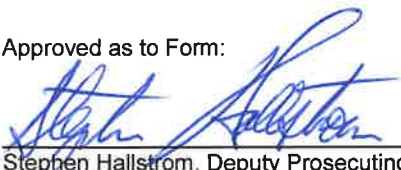
1. CONTRACTOR contacts referred family within one business day of referral.
2. Counseling sessions will take place in either the families' homes, or in an office setting. The location of the session will be based upon the referred families' preferences.
3. The length of the counseling sessions will be between 60-120 minutes.
4. CONTRACTOR will work with each family between 5-7 sessions and the intervention will take place over a 4-6 week period dependent upon the needs of the family.

5. The model utilized by the CONTRACTOR will be solution/focused strength based family therapy models. Skill building among family members will specifically address maladaptive patterns that lead to violence.
 6. Prior to case completions a crisis plan will be submitted, re-evaluated and shared with the juvenile probation counselor. The juvenile probation counselor and the CONTRACTOR will work with every family to identify natural and community supports. Referrals will then be made to the appropriate resources.
- e. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
 - f. The Contractor acknowledges that prior to entering into this Contract it is in receipt of, and is (familiar with, the FFT model, practices, procedures, materials, and training referenced herein.
 - g. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
 - h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
 - i. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.
2. Section 5 of the Contract ("Compensation"), shall be amended in its entirety to amend compensation rate, and shall read:
 - a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows: At the rate \$733.33 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and generalization, for a maximum of \$2200.00 per family for completion of all three (3) phases including additional hours for ancillary duties (as described by the FFT Model).
 - b. For the services performed under this Contract, the CONTRACTOR shall be paid for brief family counseling at the rate of \$50.00 per hour, not to exceed 2 hours per session, seven (7) sessions per family, unless otherwise authorized in writing by the Intervention Services Manager.
 - c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Seventy Five Thousand Dollars (\$75,000.00).
 - d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
 - e. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
 - f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

Except as expressly provided in this Contract Amendment No.1, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective **July 1, 2020** and shall expire **June 30, 2022**.

Lutheran Community Services Northwest	Benton Franklin Counties Juvenile Justice Center
 July 16, 2020	 7-21-2020
David Duea President & CEO	Darryl Banks Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  07/21/20 Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: _____ Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____