

CONTRACTOR ORIGINAL

Whatcom County Contract No.

202204039

CONTRACT FOR SERVICES
Between Whatcom County and Waterfront Counseling

Phoenix Counseling Service, LLC, hereinafter called Contractor ("Contractor" is the party contracting with the County and may also be referenced as a provider, consultant, professional) and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 12,
Exhibit A (Scope of Work), pp. 13 to 16,
Exhibit B (Compensation), pp. 17 to 18,
Exhibit C (Reimbursement Rates and Limitations) pp. 19.
Exhibit D (Domestic Violence Perpetrator Opportunity for Treatment Services Implementation Guide) pp.20-35
Exhibit E (Certificate of Insurance) pp. 36 a - j

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of May, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 1st day of May, 2025.

The general purpose or objective of this Agreement is to provide Domestic Violence Perpetrator Treatment Services to qualified defendants, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$39,999.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

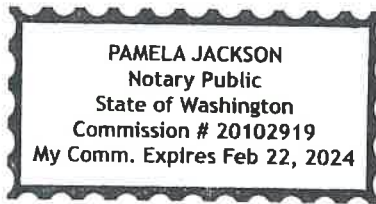
Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19 day of APRIL, 20 22

CONTRACTOR:

Phoenix Counseling Services, LLP

Brandy A. McBride, Owner



STATE OF WASHINGTON )
COUNTY OF Yakima ) ss.

On this 19 day of April, 20 22 before me personally appeared Brandy McBride to me known to be the owner (title) of Phoenix Counseling (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Notary signature: Pamela Jackson
NOTARY PUBLIC in and for the State of Washington, residing at Yakima. My commission expires 02222024

**WHATCOM COUNTY:**

**Recommended for Approval:**

Bruce Van Glubt 4/28/22  
Bruce Van Glubt, District Court and Probation Administrator      Date

**Approved as to form:**

Approved by email on 4/1/22

Karen Frakes  
Prosecuting Attorney      Date

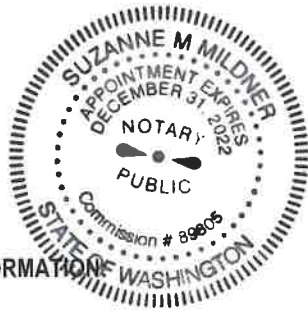
**Approved:**

Accepted for Whatcom County:

By: Satpal Sidhu  
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF WHATCOM    )

On this 25<sup>th</sup> day of April, 2022 before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham My commission expires 12-31-22

**CONTRACTOR INFORMATION**

Phoenix Counseling Services, LLP  
Brandy A. McBride, Owner

Address:  
901 E. 2nd Ave., Ste. 204  
Spokane, WA 99201

Mailing Address:  
P.O. Box 30716  
Spokane, WA 99223

Phone Numbers:  
Office: (509) 955-0393  
Fax: (509) 955-2502

Email Address:  
bam@phoenixcounselingservices.org

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by the Contractor prior to or after the term of this contract shall be performed at the expense of the Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon the Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

**Series 20-29: Provisions Related to Consideration and Payments**

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling the Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, data, public records or other materials submitted as part of the assessment documents, treatment or other reports submitted to document compliance with a court order prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared and as part of the assessment documents, treatment or other reports submitted to document compliance with a court order by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

Professional Liability - \$1,000,000 per occurrence:

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

**3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.



- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by



subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Bruce Van Glubt  
District Court and Probation Administrator  
311 Grand Avenue, Suite 406  
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

[Party 1]

To: Whatcom County

311 Grand Avenue, Suite 406  
Bellingham, WA 98225  
Attention: Bruce Van Glubt  
Telephone: 360-778-5405  
Email: bvanglub@co.whatcom.wa.us

Party 2]: Phoenix Counseling Services, LLP

P.O. Box 30716  
Spokane, WA 99223  
Attention: Brandy A. McBride  
Telephone: (509) 955-0393  
bam@phoenixcounselingservices.org

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. **Notice of Potential Claims:**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration:**

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **I. Background**

Whatcom County currently experiences insufficient capacity of, and local accessibility to, certified treatment for defendants who have a history of violent behavior toward intimate partners and family members. These treatment services are often ordered by the courts as part of criminal justice proceedings in an effort to reduce future harm and reduce incarceration. The Whatcom County Incarceration Prevention and Reduction Task Force has identified and supported the need to increase availability of quality treatment services for perpetrators of domestic violence. Whatcom County Council and Bellingham City Council also support initial funding for the expansion of these treatment services locally.

The sole purpose of the Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS) is to provide funding for domestic violence perpetrator assessments and funding for treatment for qualifying defendants who are deemed indigent and have no readily available source of funding to access services independently.

Clients served under this contract will be referred formally to treatment services through the Whatcom County District Court Probation determined process.

#### **II. Statement of Work**

The Implementation Guide (referred to as "The Guide") is incorporated by reference into your Contractor contract and can be altered without an amendment to your contract. In the event changes to The Guide are needed, Contractors will be informed by e-mail, with a one-week opportunity to provide feedback on proposed changes. Contractors will then be notified of the availability of the updated Guide. The current Guide is attached, and the most current version is available on the Whatcom County District Court Probation website at <http://www.co.whatcom.wa.us/454/District-Court-Probation>.

The Guide will serve as a reference to requirements, expectations, and procedures of DVPOTS. The Guide contains example forms to be used by the Contractor for initial and ongoing provision of DVPOTS funding.

Treatment services identified in this agreement shall be provided by a Washington State licensed/certified Domestic Violence Perpetrator Treatment Provider as specified in The Guide. The Contractor shall abide by the professional standards and general requirements of its licensing authority while providing domestic violence perpetrator treatment services under this contract. The Contractor shall also adhere to the Codes of Ethics specific to its professional license(s).

### III. Program Requirements

#### A. Referral and Initial Appointment

Following eligibility determination of the case and defendant, the defendant will choose an eligible Contractor from a Contractor list. Whatcom County District Court Probation will contact the Contractor and provide the necessary information for referral and documentation of formal authorization of treatment to be funded by this contract.

The Contractor must complete an initial assessment appointment within 14 calendar days of receiving written authorization from Whatcom County District Court Probation that a defendant is eligible for DVPOTS funding.

#### B. Assessment

Assessment services funded through this contract must be in full compliance with Washington Administrative Code (WAC) 388-60B and all current and applicable Revised Code of Washington (RCW) requirements in addition to those listed in The Guide.

The Contractor must submit to Whatcom County District Court Probation a completed assessment within 60 calendar days of receiving written authorization from Whatcom County District Court Probation that a defendant is eligible for DVPOTS funding.

The following assessment documents must be submitted together to Whatcom County District Court Probation for all DVPOTS funded defendants.

1. An assessment document that includes a recommended level of treatment that aligns with a WAC compliant level of treatment.
2. A Risks, Needs and Responsivity document.

The assessment documents must follow the same outline as noted in the WAC and the internal Whatcom County District Court Probation processing document titled Assessment and RNR Document Review.

The documents may be available on the DSHS website or by contacting the Washington State Department of Social and Health Services Domestic Violence Treatment Program Manager. DSHS Contact information can be found at <https://www.dshs.wa.gov/esa/community-services-offices/contact-information>.

## Treatment Planning

Treatment plans developed through and supported by the assessment documents, inform the process of treatment planning and recommended level of treatment.

DVPOTS funding will be provided for individuals authorized by Whatcom County District Court Probation. The intensity and type of services provided will be determined by the Contractor and will reflect the assessment results and treatment plan. Treatment services delivered will align with the individualized treatment goals/expectations of each defendant. Referral to other supportive services and coordination of care with other service Contractors will occur as need is indicated, by the Contractor. Supportive services will not be funded by DVPOTS.

## C. Treatment Services

Treatment services provided through this contract must be in full compliance with Washington Administrative Code (WAC) 388-60B and all current and applicable Revised Code of Washington (RCW) requirements in addition to those listed in the Guide.

## D. Discharge

Upon completion of treatment services, or discharge due to non-compliance, a discharge summary which meets the requirements of WAC 388-60B will be written and placed in the client chart within the time frame specified. Treatment completion and discharge is also documented in the corresponding section of the Monthly Progress Report and submitted to Whatcom County District Court Probation within 7 days of discharge. Individuals discharged due to non-compliance must have report completed and submitted to Whatcom County District Court Probation within three days pursuant to WAC 388-60B. Client charts shall be established by the Contractor for every individual served under this agreement, stored and retained according to all state and federal laws regulating confidentiality and client record keeping.

## **IV. Auditing and Monitoring**

Contractor will conform to all State auditing and monitoring requirements. Contractor will provide a copy of all monitoring documents to Whatcom County District Court Probation as they become available.

Contractor will agree to be subject to random audits by Whatcom County for the purpose of verification of invoiced services.

## V.



## Reporting Requirements

A separate monthly treatment report must be received for each defendant. The monthly treatment report attached to The Guide must be used. Treatment reports must be received by Whatcom County District Court Probation no later than the 10<sup>th</sup> of the month following the month that services are provided. All monthly treatment reports, along with reports of emergent noncompliance and non-emergent noncompliance reports must be sent to Whatcom County District Court Probation

The following are the reporting requirements for emergent noncompliance and nonemergent noncompliance:

1. Emergent noncompliance. The following noncompliance is considered emergent noncompliance and must be reported to the monitoring probation department within 3 working days of receipt of noncompliance information.
  - a. Failure to maintain abstinence from alcohol or nonprescribed drugs, if ordered or required as part of the assessment and treatment plan.
  - b. Subsequent arrest or criminal activity
  - c. Engaging in dangerous or threatening behavior
  - d. Increased victim safety concerns
  - e. Treatment rule violations
  - f. Leaving the program against program advice or is discharged for rule violation
  - g. Discharged for any reason
2. The following noncompliance is considered nonemergent noncompliance and must be reported to the monitoring probation department by the 10<sup>th</sup> of the month following the noncompliance.
  - a. Unexcused absences or failure to report for interviews, appointments or group sessions.
  - b. Failure to make acceptable progress in any part of the treatment plan, including a report of the details of the defendant's noncompliant behavior along with a recommendation

A report of noncompliance must provide details of the defendant's noncompliant behavior along with a recommendation.

## **EXHIBIT "B"** **COMPENSATION**

### **I. Budget and Funding**

The source of funding for this contract is Whatcom County and the City of Bellingham.

The County will authorize a not-to-exceed funding amount for each defendant. The Contractor will perform a specified not-to-exceed level of service during the contract period. The County will reimburse the Contractor for the services delivered that comply with WAC up to the not-to-exceed level of funding authorization. The County will reimburse the Contractor according to the rate schedule contained in Exhibit "C," Reimbursement Rates and Limitations.

### **II. Invoicing**

1. The Contractor shall submit itemized invoices no more than once monthly in the format provided by Whatcom County District Court Probation. Invoice documents will not contain Private Health Information (PHI).
2. Invoices must be received by Whatcom County District Court Probation no later than the 10<sup>th</sup> of the month following the month that services are provided.
3. Contractors submitting reimbursement invoices for assessments must have submitted all of the required assessment documentation to District Court Probation prior to submitting the invoice.
4. Contractors submitting reimbursement requests for monthly treatment must include a copy of each treatment report with the invoice.
5. Invoices or supporting documentation submitted with incomplete or inaccurate information will not be processed until corrected, or resubmitted, and may result in substantial processing delays.
6. Invoices submitted after the 10<sup>th</sup> of the month may result in substantial processing delays.
7. The Contractor may submit invoices to Whatcom County District Court Probation at [DVPOTS@co.whatcom.wa.us](mailto:DVPOTS@co.whatcom.wa.us)
8. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
9. Contractor will agree that DVPOTS funded defendants will not be charged any additional fees.
10. Invoices must include the following statement, with an authorized signature and date:  
"I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice."
11. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other

source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

12. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

### **III. Suspension and Termination of Funding**

The following events may result in the suspension or termination of a defendant's DVPOTS funding:

1. Completion of treatment.
2. Termination of treatment.
3. Failing to express a willingness to participate in treatment.
4. Funding allocation reached for the defendant's level of care.
5. Absence from treatment for a total of 15% or more of the total sessions for their treatment level:
  - a. Level 1 – no more than 4 sessions missed
  - b. Level 2 – no more than 6 sessions missed
  - c. Level 3 – no more than 8 sessions missed
  - d. Level 4 – no more than 12 sessions missed
6. Termination of probation monitoring.
7. Arrest warrant issued for referred charge.
8. DVPOTS funding withdrawn, reduced or limited.
9. DVPOTS funding limit reached.
10. Other reasons deemed appropriate by Whatcom County.

**EXHIBIT "C"**  
**DVPOTS Reimbursement Rates and Limitations**

The County will reimburse the Contractor for the services delivered that comply with the not-to-exceed level of funding authorization.

Assessments will be reimbursed at \$300.00 per assessment. This amount includes all of the sessions required to complete the assessment. Reimbursement will only be provided for those assessments that include all of the documents noted in the Provider Assessment Requirements Section of The Guide.

Group and individual sessions will be reimbursed at \$50.00 per session. Table 3 below provides details regarding the maximum number of group/individual sessions, and total reimbursement amounts, for each level of treatment, per defendant.

Reimbursement Rates and Limitations						
Assessment and Treatment Program	Group Sessions	Maximum Optional Individual Sessions	Maximum Total Sessions	Maximum Assessment Reimbursement Rate	Maximum Individual and Group Reimbursement Rate	Maximum Reimbursement Per Defendant
<b>Level 1 Treatment Program</b> \$300 Assessment 26 \$50 group sessions 2 \$50 individual sessions	26	2	28	\$300	\$50	<b>\$1,700</b>
<b>Level 2 Treatment Program</b> \$300 Assessment 36 \$50 group sessions 3 \$50 individual sessions	36	3	39	\$300	\$50	<b>\$2,250</b>
<b>Level 3 Treatment Program</b> \$300 Assessment 52 \$50 group sessions 4 \$50 individual sessions	52	4	56	\$300	\$50	<b>\$3,100</b>
<b>Level 4 Treatment Program</b> \$300 Assessment 72 \$50 group sessions 6 \$50 individual sessions	72	6	78	\$300	\$50	<b>\$4,200</b>

In the event that a defendant fails to meet all of the treatment goals within the allocated treatment sessions and DVPOTS funding, a Contractor may request, in writing, that the defendant be provided with additional DVPOTS funding for the sessions needed to meet treatment goals. The decision to provide additional funding is entirely at the discretion of Whatcom County.

**EXHIBIT "D"**  
**Domestic Violence Perpetrator Opportunity for Services Implementation Guide**



Whatcom County

Domestic Violence  
Perpetrator Opportunity  
for  
Treatment Services  
(DVPOTS)

Implementation  
Guide

Effective June 15, 2021

## Table of Contents

Introduction	3
Purpose	3
Expenditure of Funds	3
Court Case Eligibility for DVPOTS Funding	4
Defendant Eligibility for DVPOTS Funding	4
Determination of Indigency	4
Defendant Priority Populations	5
Provider Eligibility for DVPOTS Funding	5
Provider Assessment Requirements	6
Provider Monthly Treatment Report Requirements	6
Reimbursement Rates, Limitations and Invoicing Requirements	7
Table 1. Reimbursement Rates and Limitations	8
Invoicing Requirements	8
Suspension and Termination of Funding	9

## Attachments

Defendant Qualification form (internal DCP form)	10
Assessment, RNR, and Placement Criteria Review form (internal DCP form)	11
Monthly Treatment Report form	12
Provider Monthly Invoice for Reimbursement form	13

## ***Introduction***



This Implementation Guide (referred to as “The Guide”) is incorporated by reference into your Provider contract and can be altered without an amendment to your contract. In the event changes to The Guide are needed, Providers will be informed by e-mail, with a one-week opportunity to provide feedback on proposed changes. Providers will then be notified of the availability of the updated Guide. The current Guide will be available on the Whatcom County District Court Probation website at <http://www.co.whatcom.wa.us/454/District-Court-Probation>.

A review of The Guide and Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS) will take place approximately six months from the effective date.

## ***Purpose***

Whatcom County currently experiences insufficient capacity of, and local accessibility to, certified treatment for defendants who have a history of violent behavior toward intimate partners and family members. These treatment services are often ordered by the courts as part of criminal justice proceedings in an effort to reduce future harm and reduce incarceration. The Whatcom County Incarceration Prevention and Reduction Task Force has identified and supported the need to increase availability of quality treatment services for perpetrators of domestic violence. Whatcom County Council and Bellingham City Council also support initial and continued funding for the expansion of these treatment services locally.

The sole purpose of DVPOTS is to provide funding for domestic violence perpetrator assessments and funding for treatment for qualifying defendants who are deemed indigent and have no readily available source of funding to access services independently.

The Guide will establish an objective screening process and eligibility criteria for court cases, defendants, treatment Providers eligible for DVPOTS funds, and suspension and termination of DVPOTS funding. Referral to other supportive or treatment services and coordination of care with other service providers will occur as need is indicated, by the Provider. Supportive services will not be funded by DVPOTS.

## ***Expenditure of Funds***

The County has established a protocol and procedure for distribution and documentation of DVPOTS funds, and has agreed to continued administrative oversight of the DVPOTS funds. The City of Bellingham funds will be used to reimburse treatment expenses for defendants referred by Bellingham Municipal Court. The County funds will be used to reimburse treatment expenses for defendants referred by Whatcom County District Court.

No DVPOTS funds will be expended until a determination has been made, and confirmed in writing by Whatcom County District Court Probation, that all of the following have taken place for each defendant:

1. The court case qualifies for DVPOTS funding.
2. The defendant qualifies for DVPOTS funding.
3. The treatment agency qualifies for DVPOTS funding.
4. A purchase order from Whatcom County has been approved for the specific defendant.
5. Final written approval has been received by the Provider from Whatcom County District Court Probation. Only the Whatcom County District Court and Probation Administrator and Whatcom County District Court Probation Manager are authorized to approve DVPOTS funding expenditures.

Services completed prior to written approval will not be eligible for DVPOTS reimbursement.

Effective January 1, 2021, to continue to have new defendants participate in DVPOTS, the Cities of Blaine, Everson, Lynden, and Sumas must enter into a written agreement with Whatcom County providing that they will reimburse Whatcom County for the expenses of any additional defendants funded through DVPOTS.

The first jurisdiction to order an assessment and treatment will have the full expense of the defendant's assessment and recommended treatment debited from that jurisdiction's allocation, even if another court orders a domestic violence assessment and treatment at a later time. An exception to this can be made with the approval of the fund administrators and the subsequent sentencing jurisdiction.

## ***Court Case Eligibility for DVPOTS Funding***

For a court case to be eligible, all of the following eligibility criteria must be met:

2. Cited as criminal domestic violence offense, or indicated as a DV flagged case, as recorded in the Administrative Office of the Courts Judicial Information System.
3. Referred by Whatcom County District Court or Bellingham Municipal Court.
4. Ordered by the court to complete and comply with a domestic violence perpetrator treatment assessment.
5. Monitored by Whatcom County District Court Probation.

## ***Defendant Eligibility for DVPOTS Funding***

A defendant must comply with a court order regardless of eligibility for, or availability of, DVPOTS funding.

## **Determination of Indigency**

A defendant must be deemed indigent and have no readily available source of funding to access domestic violence assessment and treatment services independently. A defendant may be deemed indigent by either a judicial officer **or** by an indigency review completed by a court or probation staff.

1. An indigency review will use the same criteria noted in RCW 10.101.010, including:
  - a. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services under RCW 74.09.035, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income; or
  - b. Receiving an annual income, after taxes, of one hundred twenty-five percent or less of the current federally established poverty level; or
  - c. A defendant found indigent by an indigency review will be required to sign the following, or similar, statement, or if the review is completed remotely, acknowledge that they understand the following:
    - (1) *I understand the Court may ask for verification of the information provided above. I agree to immediately report any change in my financial status to the court. I certify under penalty of perjury under Washington State law that the above is true and correct. (Perjury is a criminal offense – see Chapter 9A.72 RCW)*

Given the importance of continuity of treatment, a defendant found indigent will be considered eligible for DVPOTS throughout the course for their treatment program unless challenged in court by a Prosecuting Attorney from the citing jurisdiction.

## Defendant Priority Populations

The initial funds will be allocated on a first come, first served basis until 85% of the City of Bellingham or County funds have been allocated to specific defendants. Once the City or County fund has 15% remaining unallocated, use of funds may be prioritized based on the following criteria:

1. Availability of DVPOTS funds.
2. A written request from a judicial officer.
3. The defendant has not previously accessed DVPOTS funds.
4. Those assessed at a Level 2, 3 or 4, or if no assessment has been completed, is determined to be high risk based on a validated risk assessment conducted by a probation officer.
5. At least two prior domestic violence flagged convictions in the Washington State Judicial Information System database.

## ***Provider Eligibility for DVPOTS Funds***

Domestic violence assessment and treatment services funded by DVPOTS must be in full compliance with Washington Administrative Code (WAC) 388-60B, all current and applicable Revised Code of Washington (RCW) requirements, and those listed in The Guide.

To receive reimbursement for DVPOTS funding an agency must meet all of the following eligibility criteria, including:

1. Certified by the Washington State Department of Social and Health Services, and in good standing, as a domestic violence perpetrator treatment program as required by RCW 26.50.150 and WAC 388-60B. Maintain uninterrupted certification and remain current with all relevant federal and state laws and regulations regarding the delivery of domestic violence perpetrator treatment.
2. Enter into a contract with Whatcom County.
3. Register as a vendor with Whatcom County.
4. Agree to notify the District Court and Probation Administrator of any change in certification status or agency contact information.
5. Agree to remain current with The Guide, including reporting and invoicing requirements, and forms.
6. Agree to provide an email address through which official communication regarding the DVPOTS funding will take place. Email will be the official method of communication. Verbal communication will not replace email communication. In addition, a mailing and physical address must also be provided.
7. Agree to be subject to random audits by Whatcom County for the purpose of verification of invoiced services.
8. Agree that DVPOTS funded defendants will not be charged any additional fees.

## Provider Assessment Requirements

Completed assessment and risks, needs and responsivity documents, including recommended level of treatment, must be compliant with all applicable WAC and RCW requirements.

The Provider must complete an initial assessment appointment within 14 calendar days of receiving written approval of funding for a defendant, and submit to Whatcom County District Court Probation a completed assessment within 60 calendar days, of receiving written authorization from Whatcom County District Court Probation that a defendant is eligible for DVPOTS funding.

The intensity, type of services provided, and level of treatment will be determined by the Provider and will reflect the assessment results and treatment plan. Treatment services delivered will align with the individualized treatment goals/expectations of each defendant.

Assessment documents must be submitted together to Whatcom County District Court Probation for all DVPOTS funded defendants. The assessment documents must follow the same outline as noted in the WAC and the internal Whatcom County District Court Probation processing document titled Assessment and RNR document review.

- An assessment document that includes a recommended level of treatment that aligns with a WAC compliant level of treatment.
- A Risks, Needs and Responsivity document.

The above referenced documents may be available on the DSHS website or by contacting the Washington State Department of Social and Health Services Domestic Violence Treatment Program Manager. DSHS Contact information can be found at <https://www.dshs.wa.gov/esa/community-services-offices/contact-information> or by clicking [here](#).

## Provider Monthly Treatment Report Requirements

A separate monthly treatment report must be received for each defendant. The monthly treatment report attached to The Guide must be used. Treatment reports must be submitted no later than the 10<sup>th</sup> of the month following the month that services are provided. All monthly treatment reports, along with reports of emergent noncompliance and non-emergent noncompliance reports must be sent to Whatcom County District Court Probation.

The following are the reporting requirements for emergent noncompliance and non-emergent noncompliance:

1. Emergent noncompliance. The following noncompliance is considered emergent noncompliance and must be reported to the monitoring probation department within 3 working days of receipt of noncompliance information.
  - Failure to maintain abstinence from alcohol or other nonprescribed drugs, if ordered or is required as part of the assessment and treatment plan.
  - Subsequent arrest or criminal activity
  - Engaging in dangerous or threatening behavior
  - Increased victim safety concerns
  - Treatment rule violations
  - Leaving the program against program advice or is discharged for rule violation
  - Discharged for any reason
2. The following noncompliance is considered nonemergent non-compliance and must be reported to the monitoring probation department by the 10<sup>th</sup> of the month following the noncompliance.
  - Unexcused absences or failure to report for interviews, appointments or group sessions.

- Failure to make acceptable progress in any part of the treatment plan, including a report of the details of the defendant's noncompliant behavior along with a recommendation

A report of noncompliance must provide details of the defendant's noncompliant behavior along with a recommendation.

## Reimbursement Rates, Limitations and Invoicing Requirements

The County will reimburse the Provider for the services delivered that comply with the not-to-exceed level of funding authorization.

Assessments will be reimbursed at \$300.00 per assessment. This amount includes all of the sessions required to complete the assessment. Reimbursement will only be provided for those assessments that include all of the documents noted in the Provider Assessment Requirements Section of The Guide.

Group and individual sessions will be reimbursed at \$50.00 per session. Table 1 below provides details regarding the maximum number of group/individual sessions, and total reimbursement amounts, for each level of treatment, per defendant.

Table 1.

Reimbursement Rates and Limitations						
Assessment and Treatment Program	Group Sessions	Maximum Optional Individual Sessions	Maximum Total Sessions	Maximum Assessment Reimbursement Rate	Maximum Individual and Group Reimbursement Rate	Maximum Reimbursement Per Defendant
<b>Level 1 Treatment Program</b> \$300 Assessment 26 \$50 group sessions 2 \$50 individual sessions	26	2	28	\$300	\$50	<b>\$1,700</b>
<b>Level 2 Treatment Program</b> \$300 Assessment 36 \$50 group sessions 3 \$50 individual sessions	36	3	39	\$300	\$50	<b>\$2,250</b>
<b>Level 3 Treatment Program</b> \$300 Assessment 52 \$50 group sessions 4 \$50 individual sessions	52	4	56	\$300	\$50	<b>\$3,100</b>
<b>Level 4 Treatment Program</b> \$300 Assessment 72 \$50 group sessions 6 \$50 individual sessions	72	6	78	\$300	\$50	<b>\$4,200</b>

In the event that a defendant fails to meet all of the treatment goals within the allocated treatment sessions and DVPOTS funding, a Provider may request, in writing, that the defendant be provided with additional DVPOTS funding for the sessions needed to meet treatment goals. The decision to provide additional funding is entirely at the discretion of Whatcom County.

### Invoicing Requirements:

1. The Provider shall submit itemized invoices no more than once monthly using the invoicing form attached to The Guide. Invoice documents will not contain Private Health Information (PHI).
2. Invoices must be received by Whatcom County District Court Probation no later than the 10<sup>th</sup> of the month following the month that service was provided.
3. Assessment invoices: Prior to submitting a reimbursement invoice, all required assessment documents must have previously been received by Whatcom County District Court Probation.
4. Treatment invoices: Providers submitting reimbursement invoices for treatment services must attach a copy of each defendant's monthly treatment report for the billing month.
5. Invoices or supporting documentation submitted with incomplete or inaccurate information will not be processed until corrected, or resubmitted, and may result in substantial processing delays.
6. The Provider may submit invoices and monthly reports by email to [DVPOTS@co.whatcom.wa.us](mailto:DVPOTS@co.whatcom.wa.us).
7. Invoices received by Whatcom County District Court Probation after the 10<sup>th</sup> of the month may result in substantial processing delays.
8. Invoices must include the following statement, with an authorized signature and date:



"I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice."

9. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
10. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

## ***Suspension and Termination of Funding***

The following events may result in the suspension or termination of a defendant's DVPOTS funding:

11. Completion of treatment.
12. Termination of treatment.
13. Failing to express a willingness to participate in treatment.
14. Funding allocation reached for the defendant's level of care.
15. Absence from treatment for a total of approximately 15% or more of the total sessions for their treatment level:
  - a. Level 1 – more than 4 sessions missed
  - b. Level 2 – more than 6 sessions missed
  - c. Level 3 – more than 8 sessions missed
  - d. Level 4 – more than 12 sessions missed
16. Termination of probation monitoring.
17. Arrest warrant issued for referred charge.
18. DVPOTS funding withdrawn, reduced or limited.
19. DVPOTS funding limit reached.
20. Other reasons deemed appropriate by Whatcom County.

In the event of a warrant being issued a defendant's funding allocation will be held for 45 days.

Reinstatement of funds may be available. See Defendant Access to DVPOTS Funding and Defendant Priority Populations sections.

Upon completion of treatment services, or discharge due to non-compliance, a discharge summary which meets the requirements of WAC 388-60B will be written and placed in the client chart within the time frame specified. Treatment completion and discharge is also documented in the corresponding section of the Monthly Progress Report and submitted to Whatcom County District Court Probation within 7 days of discharge. Individuals discharged due to non-compliance must have the report

completed and submitted to Whatcom County District Court Probation within three days pursuant to WAC 388-60B. Client charts shall be established by the Provider for every individual served under this agreement, and will be stored and retained according to all state and federal laws regulating confidentiality and client record keeping.

**Internal DCP Processing Document**  
**Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**  
**Defendant Qualification Form**

Defendant Name (Last, First, MI):	
DOB:	Case number(s):
Date:	

<b>Qualifying Criteria</b>	
Questions 1-7 to be completed by a Probation Officer and submitted to the Probation Manager	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Cited (or flagged in JIS/JABS) for a domestic violence offense?
Documentation attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Ordered by a Whatcom County court of limited jurisdiction to complete a domestic violence perpetrator assessment and recommendations? Court: <input type="checkbox"/> District Court, <input type="checkbox"/> Bellingham, <input type="checkbox"/> Blaine, <input type="checkbox"/> Everson, <input type="checkbox"/> Lynden, <input type="checkbox"/> Sumas
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Indigent as determined by: <input type="checkbox"/> Court order <input type="checkbox"/> Indigency review completed
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Monitored by: <input type="checkbox"/> Whatcom County District Court Probation
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	5. Defendant indicates a willingness to participate in a domestic violence assessment and recommended treatment?

<b>Additional Screening Criteria</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions in JIS/JABS?
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	7. Assessed at level 2, 3, or 4, or high risk based on risk assessment?

Probation Officer Comments:
-----------------------------

PO signature:	Date:
---------------	-------

*Original to Probation Manager*

**Probation Manager or Administrator review**

Yes <input type="checkbox"/> No <input type="checkbox"/>	1. DVPOTS funds available for the jurisdiction?
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Court order or docket entry attached?
If 1 and 2 in this section are both yes, stop here	
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Written request from a judicial officer?
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Previously accessed DVPOTS funds?
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Assessed at level 2, 3 or 4?
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions?

Comments:
-----------

Yes <input type="checkbox"/> No <input type="checkbox"/> Qualified	Probation Manager or Administrator:	Date:
<input type="checkbox"/> <i>Original to Senior Clerk</i> <input type="checkbox"/> <i>Copy to defendant's file</i>		

**Internal DCP Processing Document**  
**Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**  
**Assessment and RNR Document Review**

DV Perpetrator Treatment Agency:		
Defendant Name (Last, First, MI):		DOB:
Referring Court(s): Court 1	Court 2	Court 3
Assessment Start Date:	Assessment Completion Date:	

**Assessment: Has each area below been addressed?**

Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Relationships and access to victims
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Cultural considerations
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Victimization
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Legal considerations
Yes <input type="checkbox"/> No <input type="checkbox"/>	• Current court orders (NCO, PO, parenting assessment, child support, supervised visitation etc.)
Yes <input type="checkbox"/> No <input type="checkbox"/>	• A summary of current and past police or incident reports involving coercive or abusive behaviors
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Domain 1: Assessment for high risk factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. Domain 2: Screening for traumatic brain injury
Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Domain 3: Screening for mental health
Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Domain 4: Belief systems
Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Domain 5: Screening for substance use
Yes <input type="checkbox"/> No <input type="checkbox"/>	10. Domain 6: Assessment of environmental factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	11. Domain 7: Assessment of standardized testing
Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Acute or Critical assessment factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Assessment summary included
Yes <input type="checkbox"/> No <input type="checkbox"/>	14. Recommended level of treatment included in the assessment
Yes <input type="checkbox"/> No <input type="checkbox"/>	15. Assessment summary signed, dated and include credentials and staff level?

**Risks, Needs and Responsivity Form**

Yes <input type="checkbox"/> No <input type="checkbox"/>	Risks, Needs and Responsivity form fully completed
--	--

**Review of Documents**

Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Meets WAC requirements</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, what action has been taken:
Yes <input type="checkbox"/> No <input type="checkbox"/>	• The treatment agency has been notified
Yes <input type="checkbox"/> No <input type="checkbox"/>	• The defendant has been notified
Yes <input type="checkbox"/> No <input type="checkbox"/>	• A court hearing has been scheduled
Yes <input type="checkbox"/> No <input type="checkbox"/>	• Other action, explain:

Probation Officer Comments:

Probation Officer:	Date:
--------------------	-------

For DVPOTS funded defendants, copy of assessment and original form to Probation Mgr.

AP Process: <input type="checkbox"/> OK to Pay	Probation Manager or Administrator:
--	-------------------------------------

Date:	<input type="checkbox"/> Original to Senior Clerk
-------	---

### Monthly Treatment Report

- Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)  
 Non-DVPOTS report

*Prior authorization for reimbursement is required. Do not include medical information.*

Agency name:						<i>Probation Use Only</i>
Date:			Report Mo/Yr:			
Probation Officer:						
Defendant Name (Last, First, MI):				DOB:		<i>Section Fully Completed?</i>
Referring Court(s): Court 1		Court 2		Court 3		Yes <input type="checkbox"/> No <input type="checkbox"/>
Assess. Date:		Date of 1st Session:		Treatment level:		
<b>Attendance</b>						<i>Probation Use Only</i>
Group session dates:						
Ind. session dates:						<i>Section Fully Completed?</i>
Total sessions attended to date:						Yes <input type="checkbox"/> No <input type="checkbox"/>
Total sessions missed since beginning treatment:						
<b>Treatment Status</b>						
<input type="checkbox"/> Compliant						<i>Probation Use Only</i>
<input type="checkbox"/> Noncompliant, due to:		<input type="checkbox"/> Lack of attendance <input type="checkbox"/> Failure to comply with treatment rules <input type="checkbox"/> Other, see comment section				<i>Is one box checked?</i>
<input type="checkbox"/> Program completed on:						Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Terminated on (note specific reason in comment section):						
Comments:						
Staff sign/date:			Credentials and staff level:			<i>Probation Use Only</i> <i>Section Fully Completed?</i> Yes <input type="checkbox"/> No <input type="checkbox"/>
Print name:						
Supervisor Sign/date:			Credentials and staff level:			
Print name:						
Fully completed? Yes <input type="checkbox"/> No <input type="checkbox"/>		Probation Staff:			Date:	
<input type="checkbox"/> Non-DVPOTS, 1. Enter in the database and 2. Copy to defendant's file <input type="checkbox"/> DVPOTS/fully completed: 1. Enter in the database, 2. Original-Senior Clerk, 3. Copy-def. file <input type="checkbox"/> DVPOTS/not fully completed: original to Probation Manager and copy to defendant's file						
AP Process: <input type="checkbox"/> OK to Pay		Probation Manager or Administrator:				
Date:		<input type="checkbox"/> Original to Senior Clerk				

**DVPOTS Provider Monthly Invoice for Reimbursement**

*Invoices must be received by Whatcom County District Court Probation at [DVPOTS@co.whatcom.wa.us](mailto:DVPOTS@co.whatcom.wa.us) by the 10<sup>th</sup> of the month following the month services are provided. Monthly treatment reports must be attached.*

Invoice page of	Date:	Invoice Mo/Yr:	<i>Probation Use Only Section Fully Completed? Yes <input type="checkbox"/> No <input type="checkbox"/></i>			
Agency Name:						
Agency address: Is this a new address <input type="checkbox"/> Yes <input type="checkbox"/> No						
Contact person and phone #:						
<b>Assessment Reimbursement Request</b>					<i>DCP Use Only Funding Source?</i>	
Name	Docs submitted to probation?	Reimbursement amount				
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>			
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>			
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>			
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	COB <input type="checkbox"/> WC <input type="checkbox"/>			
Total assessment reimbursement request		\$	COB <input type="checkbox"/> WC <input type="checkbox"/>			
<b>Group and Individual Treatment Reimbursement Request</b>					<i>Probation Use Only Funding Source?</i>	
Name	Report attached?	Billing mo. Sessions Attended	Session rate	Total by defendant		
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
6.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
7.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
8.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
9.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
10.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00	\$		COB <input type="checkbox"/> WC <input type="checkbox"/>
Total group and individual session reimbursement request				\$		<i>Prob. Use OK to pay? Yes <input type="checkbox"/> No <input type="checkbox"/> Staff _____</i>
Total assessment reimbursement request from above				\$		
<b>TOTAL REIMBURSEMENT REQUEST</b>				<b>\$</b>		
Signed:	Print Name:	Date:				
<i>I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.</i>						
AP Process: <input type="checkbox"/> OK to Pay	Sign:	Date:	Updated 1/30/20			







Exhibit E

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
<b>INSURED</b> Phoenix Counseling Services, LLC 402 E Yakima Ave Ste 1050 Yakima WA 98901	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-4010014-CGL-21	12/04/2021	12/04/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Primary & Non Contributory	Y	Y				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is additional insured subject to policy terms and conditions. Waiver of Subrogation applies in favor of the Additional Insured.

<b>CERTIFICATE HOLDER</b> Whatcom County District Court Whatcom County Courthouse 311 Grand Ave Suite 401 Bellingham, WA 98225-4081	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Phoenix Counseling Services, LLC  
 402 E Yakima Ave Ste 1050  
 Yakima, WA 98901

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b>   <b>RETENTION S</b>					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	Y	UDC-4010014-EO-21	12/04/2021	12/04/2022	Each Claim:	\$ 1,000,000
						Aggregate:	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All Domestic Violence Intervention Treatment Services

**CERTIFICATE HOLDER**

Whatcom County District Court, Whatcom County Courthouse  
 311 Grand Ave., Ste. 401  
 Bellingham WA 98225

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Hiscox Insurance Company Inc.

Policy Number: UDC-4010014-CGL-21  
Named Insured: Phoenix Counseling Services, LLC  
Endorsement Number: 63  
Endorsement Effective: March 3, 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: UDC-4010014-CGL-21  
Named Insured: Phoenix Counseling Services, LLC  
Endorsement Number: 62  
Endorsement Effective: March 3, 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".



Hiscox Insurance Company Inc.

Policy Number: UDC-4010014-CGL-21  
Named Insured: Phoenix Counseling Services, LLC  
Endorsement Number: 63  
Endorsement Effective: March 3, 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: UDC-4010014-CGL-21  
Named Insured: Phoenix Counseling Services, LLC  
Endorsement Number: 62  
Endorsement Effective: March 3, 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".



## A Guide To Your Professional Liability Policy

The following is a guide to your Professional Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 888-202-3007 (Mon-Fri, 7am-10pm EST) or manage your policy at: [www.hiscox.com/manage-your-policy](http://www.hiscox.com/manage-your-policy).

Your business details	
<b>Name:</b>	Brandy McBride
<b>Business name:</b>	Phoenix Counseling Services, LLC
<b>Address:</b>	402 E Yakima Ave Ste 1050
<b>City:</b>	Yakima
<b>State:</b>	WA
<b>Zip code:</b>	98901
<b>Occupation:</b>	Mental health counseling
<b>Telephone number:</b>	509-496-6993
<b>Email address:</b>	bam@phoenixcounselingservices.org

Your Professional Liability Policy	
<b>Policy number:</b>	UDC-4010014-EO-21
<b>Policy effective dates:</b> This determines the time period during which your coverage applies.	From: December 4, 2021 To: December 4, 2022
<b>Total cost of policy:</b>	\$ 753.00

Your limits explained	
<b>Each claim limit</b> The total amount we will pay for damages, claim expenses (e.g. defense costs), and supplemental payments for each claim.	\$ 1,000,000
<b>Aggregate limit</b> The total amount we will pay for damages, claim expenses (e.g. defense costs), and supplemental payments during the policy period.	\$ 2,000,000
<b>Supplemental payments</b> The total amount we will pay for expenses your business reasonably incurs as a result of attending an arbitration proceeding or trial in the defense of a covered claim.	Maximum of \$250.00 per day, \$5,000 in total for your policy

**Deductible**

\$ 500

The amount your business must pay (per claim) before we will make any payment under the policy. This does not apply to supplemental payments.

**Retroactive Date**

December 1, 2018

This establishes how far back we will cover services you have performed (even if that date is before you were insured with Hiscox) for any unknown claims that may be made against you during the policy period.

**Other policy information****14 Day full refund**

Be confident that you have made the right choice. We give you 14 days to review your policy. If you are not satisfied and have not had any claims or losses, you can cancel your policy back to its start date and receive a full refund.

**Notice of claim**

If you have a claim, please call us at 866-424-8508. You may also e-mail us at [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)

**What does my Professional Liability Policy cover?**

For a summary showing examples of what you are and are not covered for, please read the Coverage Summary document.

This guide does not modify the terms and conditions of your policy, which are contained in your policy documents, nor does it imply any claim is covered or not covered. We recommend that you read your policy documents to learn the details of your coverage.





Reinventing Small Business Insurance™

## Professional Liability Insurance Health, Beauty and Wellbeing Professionals

We want you to understand how Professional Liability insurance helps protect your business. This summary explains what is and isn't covered.

If you have any questions about your coverage, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or manage your policy at: [www.hiscox.com/manage-your-policy](http://www.hiscox.com/manage-your-policy).

### This policy does cover

#### **Bodily injury**

To the extent you are legally liable, we cover damages or claims expenses if you injure a third-party.

#### **Negligence**

We cover any alleged mistakes in your provision of professional services. This includes failing in your 'duty of care,' giving incorrect advice, an omission (leaving something out), or failing to deliver your services.

#### **Defense costs**

If you're sued, even if you haven't made a mistake, we will appoint an attorney to defend you, even if the lawsuit is groundless.

#### **Services performed in the past**

We cover the services you have performed going back to an agreed-upon date, even if that date is before you were insured with Hiscox – for any unknown claims that may be made against you and reported to us during the policy period. This date, the retroactive date, is printed on the declarations page of your policy.

#### **Employees, temporary staff, and independent contractors**

We cover claims arising from services performed by your employees, temporary staff, or independent contractors if those services were performed on behalf of your business.

#### **Volunteers and student interns**

We cover claims arising from services performed by your volunteers or student interns if those services were performed under your direction and supervision.

#### **Personal injury**

We cover claims of libel and slander as part of your professional services.

#### **Supplemental payments**

We will pay for expenses you reasonably incur as a result of attending arbitration proceedings or trials in the defense of a covered claim. We will pay up to \$5,000.

#### **Administrative and disciplinary proceedings**

We will pay up to \$5,000 to defend you in an administrative hearing or disciplinary proceeding brought by an administrative agency, licensing board or regulatory authority as a result of your professional services.

#### **HIPAA violations**

We will pay for claims due to your failure or alleged failure to protect any non-public, personally identifiable information in your care arising out of a violation of the Health Insurance Portability and Accountability Act (HIPAA) as a result of your professional services. We will pay up to \$25,000.

#### **Sexual misconduct and abuse claims**

We will pay up to \$200,000 for claims of sexual misconduct and abuse as a result of your professional services.

## This policy does not cover

### **Employment matters**

We won't cover you for claims alleging improper employment practices, workers' compensation claims, or employer's liability.

### **Known claims and circumstances**

We won't cover any known circumstance that could result in a claim or any actual claim originating prior to the start of your first Hiscox policy.

### **False advertising**

We won't cover you for false advertising claims.

### **Other services**

We won't cover any medical or nursing services that you perform. We also don't cover any services you perform that are not specified in your policy.

### **Practicing without a valid license, certification, accreditation or designation**

We won't cover any services performed by you without a valid license, certification, accreditation or designation as required by a licensing board or regulatory authority.

### **Your costs and excluded damages**

We won't cover fines, penalties, and taxes that are levied against you. Hiscox also won't cover the cost of complying with nonmonetary relief, cost overruns, or reduction of your fees.

## **Common claims examples**

### **Protection, even if you haven't made a mistake**

A client is allergic to an ingredient in the moisturizer you used during a facial. The client wakes up with a bright red face from the chemical reaction. The client must go to the emergency room for treatment and misses work. The client sues you for her injuries and lost wages. If the client's allergies were not known to you, we will appoint an attorney to defend you and pay any damages.

### **Protection, even if the claim may be groundless**

After twice weekly workouts for over a year, a client has met their personal training goal to lose ten inches from their waist and incorporate a healthy diet into their lifestyle. The client brings a claim against you alleging you did not personally train him properly because he was unable to complete a marathon which his friends and family came to watch. Even if this is a groundless claim, we will defend and indemnify you.

### **Negligent acts**

A client complains of back pain after a therapeutic massage. It is discovered that an improper massage technique led to an injury that prevented the client from returning to work, requiring rehabilitative therapy. We will pay for damages caused by your negligence, up to the policy limits.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.