

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 08/31/21 BC 09/14/21
<b>Subject:</b>	Personal Services Contract with Somerset Counseling Center
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center has contracted with Somerset Counseling Center for several years to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached Personal Services Contract with Somerset Counseling Center has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

Somerset Counseling Center's current contract expired June 30, 2021. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Somerset Counseling Center. The attached Personal Services Contract commences on July 1, 2021 and expires on June 30, 2023.

## Fiscal Impact

The fiscal amount is not to exceed \$32,000.00. These services are paid from state funds. There is no fiscal impact to the county budgets.

## Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Somerset Counseling Center and the Benton-Franklin Counties Juvenile Justice Center for services.

## Suggested Motion

Approve as part of consent agenda.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF AWARDING SOMERSET COUNSELING CENTER, A PERSONAL SERVICES  
CONTRACT TO PROVIDE YOUTH OUTPATIENT CHEMICAL DEPENDENCY TREATMENT SERVICES**

**WHEREAS**, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Benton and Franklin Counties had a contract with Somerset Counseling Center to provide outpatient treatment services through the Chemical Dependency Disposition Alternative (CDDA) from July 1, 2019 through June 30, 2021 via Benton County Resolution numbered 2019-486 and Franklin County Resolution numbered 2019-195; and

**WHEREAS**, the Juvenile Administrator recommends entering into a new Personal Services Contract; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Somerset Counseling Center in an amount not to exceed \$32,000.00; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Personal Service Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2021**  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2021**  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**BENTON-FRANKLIN COUNTIES  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Somerset Counseling Center**, a corporation organized under the laws of the State of Washington with its principal office at 1305 Mansfield Street, Suite 6, Richland, WA 99352 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Specific Terms and Conditions;
- b. Exhibit B - Scope of Services;
- c. Exhibit C - CDDA Services Reimbursement Rates;
- d. Exhibit D - CDDA/Drug Court Referral Response Form;
- e. Exhibit E - CDDA Evaluation Report and Treatment Plan; and
- f. Exhibit F - Treatment Progress Report.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on **July 1, 2021** and shall expire on **June 30, 2023**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The Contractor shall provide youth outpatient chemical dependency treatment services. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

#### **4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

- a. For CONTRACTOR: Jaime Carson  
Executive Director  
1305 Mansfield Street Suite 6  
Richland WA 99352  
Phone: (509) 942-1624  
Email: [jaime@somersetcounseling.org](mailto:jaime@somersetcounseling.org)
- b. For COUNTIES: Darryl Banks  
Administrator  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: (509) 222-2316  
Email: [Darryl.banks@co.benton.wa.us](mailto:Darryl.banks@co.benton.wa.us)

#### **5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows: A detailed description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in Exhibit A, "Specific Terms and Conditions," Exhibit B, "Scope of Services," and Exhibit C, "CDDA Services Reimbursement Rates", which are attached hereto and incorporated herein by reference.

- b. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Thirty-Two Thousand Dollars (\$32,000.00).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach

of any common law, statutory or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents or subcontractors.

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of

work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or



duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds

under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive 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.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

**f. Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be

reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4(b).
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Risk Manager to the following address: 5606 West Canal Place, Suite 106 Kennewick WA 99336.

9. **TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this

Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.
- d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving parties' authorized representatives, and in the absence of such, no action

or inaction shall be construed to be such a waiver.

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES' employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

**13. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**14. OTHER PROVISIONS**

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

- 1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be

required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

2. In addition, the Contractor and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal Place, Suite 106, Kennewick WA 99336-1388.

**15. INSPECTION OF BOOKS AND RECORDS**

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**16. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

**17. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

**18. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

**19. DISPUTES**

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**20. CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in

performance of this Contract, except upon the prior written consent of the COUNTIES' authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

**21. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

**22. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**23. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**24. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.



## **25. NOTICES**

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

## **26. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [18]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [15]); litigation hold notice (Section [27]); Public Records Act (Section [28]) and confidentiality (Section [20]).

## **27. LITIGATION HOLD NOTICE**

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [15] of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section [15] of this Contract.

## **28. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR

regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

**IN WITNESS WHEREOF**, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **July 1, 2021**.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Somerset Counseling Center	Benton Franklin Counties Juvenile Justice Center
<i>Jaime Carson for</i> Jaime Carson Executive Director 8/9/21	<i>Darryl Banks</i> 8-16-21 Darryl Banks Juvenile Court Administrator
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form: <i>Stephen Hallstrom</i> 08/15/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest:  Clerk of the Board: _____	Attest:  Clerk of the Board: _____

## **EXHIBIT A**

### **SPECIFIC TERMS AND CONDITIONS**

#### **CDDA Youth Outpatient Treatment Services**

##### **I. DEFINITION OF TERMS**

- A. **ASAM:** acronym for "American Society of Addiction Medicine". ASAM Patient Placement Criteria provides guidelines based on a medical model for placement, continued stay and discharge of patients with alcohol and other drug problems covering all levels of treatment including detoxification, outpatient treatment and inpatient services.
- B. **BFJJC:** Benton-Franklin Counties Juvenile Justice Center.
- C. **Assessment:** the formal diagnostic procedure to determine the presence of chemical dependency.
- D. **Case Management:** activities aimed at linking the service system to a consumer and coordinating the various system components in order to achieve a successful outcome. The objective of case management is continuity of services. Case management is essentially a problem-solving function designed to ensure continuity of services and to overcome systems rigidity, fragmented services and inaccessibility of services. - **OR** - Case finding, case planning, case consultation, and referral services for youth, including intensive case management for adolescents for the purpose of linking them to assessment and treatment, or maintaining them in treatment and other support services. Does not include direct treatment services in this sub-element.
- E. **CDDA:** Chemical Dependency Disposition Alternative, a statutory provision (RCW 13.40.165).
- F. **DASA:** acronym for "Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse".
- G. **DSHS:** acronym for "Washington State Department of Social and Health Services."
- H. **Examination:** the report that is submitted which will be used by the court to determine if the youth is chemically dependent and amenable to treatment and includes all components as defined in RCW 13.40.165.
- I. **JPC:** acronym for Juvenile Probation Counselor
- J. **TARGET:** acronym for "Treatment, Assessment Report Generation Tool".

K. **Title XIX:** Title XIX of the Social Security Act.

L. **Youth Patient:** youth and young adults age thirteen (13) through twenty (20) years of age.

## II. PERFORMANCE STANDARDS AND LICENSING

Somerset Counseling Center (hereinafter the Contractor) shall maintain certification as an "Approved Treatment Facility" as set forth by DASA. The Contractor shall maintain a Chemical Dependency Treatment Title XIX contract with DSHS. A copy of the certification shall be submitted to the Counties upon request.

## III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

All services provided under this contract shall meet the standards for program operation set forth in chapter 70.96A RCW, RCW 13.40.165, and chapter 388-805 WAC. Fiscal management of this contract shall be in accordance with DASA Budgeting, Accounting and Reporting System (BARS) Manual and fiscal policies.

## IV. REIMBURSEMENT PROCEDURES

Services rendered under this contract shall be reimbursed on a FEE FOR SERVICES basis. Services shall be provided per the attached **Scope of Services (Exhibit B)**. Compensation rates shall be per **Exhibit C, CDDA Services Reimbursement Rates**.

The Contractor shall submit an invoice, on a format approved by BFJJC, for the services provided under this contract. Back up documentation with the invoice shall include a detailed monthly **Treatment Progress Report (Exhibit F)** for each child, which shall be submitted no later than the 5<sup>th</sup> of the month following the month during which services were performed under this contract. The invoice shall be submitted by the 4<sup>th</sup> day of the month following the month during which services were performed under this contract. BFJJC shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract. Payment will be made when insurance or Title XIX claims have been disapproved and are submitted within 120 days following the month during which services were performed under this contract.

## V. REIMBURSEMENT LIMITATION

The total amount of reimbursement requested shall not exceed the total contract award.

## **VII. RECORDS RETENTION**

The Contractor shall retain all fiscal and clinical books, records, documents and other materials relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide. The Contractor shall comply with all state and federal requirements regarding the confidentiality of patient records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

## **VIII. TREATMENT SERVICES, CONTACT, AND REPORTING REQUIREMENTS**

The Contractor shall promptly forward all required reporting forms, completed in the prescribed detail and submitted on the dates set forth by BFJJC. Required case contacts and reports, with the applicable date due, are as follows:

The Contractor will provide the following Chemical Dependency Disposition Alternative (CDDA) services to Drug Court Youth and CDDA eligible youth referred by the BFJJC:

- A. The Somerset Counseling Center will provide outpatient treatment to chemically dependent CDDA youth, which will emphasize enhancing linkages with community-based services to provide a comprehensive continuum of care.

Treatment needs will be determined prior to sentencing through the use of a statewide risk assessment. The risk assessment is used as a screening tool to refer potentially eligible youth to the CDDA program for a more thorough evaluation of chemical dependency and related problems. Somerset Counseling Center will complete a DASA certified youth assessment on those youth referred for a CDDA evaluation who have not been assessed by the Benton-Franklin Counties Substance Abuse Assessment Center. Levels of care will be determined by the ASAM Placement Criteria.

**Track I** (May serve both Committable and Locally Sanctioned Youth)

Services provided by CDDA Contracted Inpatient Providers and DASA Certified Inpatient Providers:

- ◆ Assessment
- ◆ Interim Treatment
- ◆ Intensive Inpatient
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

**Track II**

(May serve both Committable and Locally Sanctioned Youth)

Services provided by Somerset Counseling Center:

- ◆ Prescreen
- ◆ Assessment
- ◆ Pre-Treatment
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

***NOTE: Random Urinalysis Testing will be applied throughout each track.***

- B. The CDP or CDPT will have weekly telephone contact or face-to-face contact, as needed, with the Case Manager to review the treatment plan and the status/progress of the youth, including information about transition to another phase of treatment.
- C. The CDP or CDPT will submit a written “progress” report to the Court on a monthly basis.
- D. The CDP or CDPT will attend the multi-disciplinary staffing, including youth and family, scheduled seven to ten days before the CDDA youth’s initial transition into the next phase of treatment and every other month thereafter as scheduled by the Case Manager.
- E. Somerset Counseling Center will maintain a partnership with the Counties’ Crisis Response Center, Lourdes Counseling Center, Lutheran Social Services, and Sunderland Family Services to determine mental health issues and needed treatment, including medication management. The CDP or CDPT will make referrals and will integrate any required medication into all phases of treatment.
- F. The CDP or CDPT will discuss the need for an inpatient bed with the CDDA Case Manager or CDDA/Drug Court Case Manager following assessment, but prior to sentencing. The CDP or CDPT will make the referral and contact the inpatient facility for availability. The CDDA youth will receive Phase I Intensive Outpatient for 90 days within the community once he/she has returned from Intensive Inpatient Treatment. If no inpatient beds are available, then an interim treatment program will be provided by Somerset Counseling Center until a treatment bed becomes available.
- G. The CDDA/Drug Court Case Manager or will notify Somerset Counseling Center of the need for a DASA certified youth assessment. If the youth is residing in the community prior to the disposition, he/she will be given an appointment day and time for the assessment at Somerset Counseling Center. If the youth is in Detention pending disposition, Somerset Counseling Center will complete the CDDA assessment in Detention. Priority will be given to requests for a CDDA assessment due to the Court’s time constraints.
- H. Somerset Counseling Center will enter data into the DASA Target System after completion of the CDDA assessment. If the youth is given the CDDA sentencing option and is referred for local treatment through Somerset Counseling Center, that agency will input all data into the Target System.

- I. Somerset Counseling Center CDP or CDPT staff will have/have had cultural awareness/diversity training and will utilize the expertise and assistance from a DASA Certified Interpreter, when needed.
- J. Somerset Counseling Center will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.
- K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The CDP or CDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The CDP or CDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.
- L. Reports are due, are as follows:

<u>REPORT</u>	<u>DATE DUE</u>
Weekly Treatment Progress Report	Wednesday before 5:00 p.m. for each youth in treatment under this contract (Exhibit F)
Monthly Invoice for CDDA funded Payment and Service Data Report	4th of each month following service provision
Copy of CDDA Youth portion of the documentation Title XIX Services	4th of each month following service provision

#### **IX. SUBCONTRACTING**

The Contractor is prohibited from subcontracting any funding and/or services contained within this contract with the exception of personal services' contracts with individual substance abuse professionals.

#### **X. MONITORING AND EVALUATION**

The Contractor shall cooperate with BFJJC in evaluation activities deemed appropriate by BFJJC.

#### **XI. LOCATION OF SERVICES**

Services provided under this contract shall be made available within Benton and Franklin Counties. The Contractor shall not deny services to eligible patients based upon county of residence.



## **XII. PATIENT ELIGIBILITY**

The Contractor shall determine at time of intake if the patient has medical insurance that covers chemical dependency treatment services. If the patient has medical insurance that provides coverage for chemical dependency treatment services, the medical insurance must be used to pay for the treatment services, regardless of income. The Contractor shall consult with the BFJJC CDDA Case Manager for unclear or unusual situations.

The Contractor shall develop and employ policies and procedures to screen all patients for possible Title XIX eligibility and assure that patients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **CDDA/DRUG COURT YOUTH COMMUNITY OUTPATIENT TREATMENT SERVICES**

##### **I. SERVICE DEFINITION**

CDDA/Drug Court Youth Community Outpatient Treatment Services provides substance abuse assessment and treatment services according to a prescribed plan in a non-residential setting. Youth and their families, who have been referred from BFJJC and identified as a part of the CDDA/Drug Court program, are eligible for subsidized services under this contract.

##### **II. LICENSING AND PROGRAM STANDARDS**

- A. The Contractor shall be reimbursed on a fee for service basis. A unit of service is defined as one hour of outpatient counseling provided by a chemical dependency professional (sometimes referred to herein as a counselor) or a chemical dependency professional trainee under supervision of a chemical dependency professional as provided in chapter 388-805 WAC.
- B. The Contractor and the BFJJC will collaboratively develop protocol for maintaining linkages with juvenile courts, JRA offices, the youth's family, mental health services, residential youth treatment programs and other related individuals or organizations who may be involved in providing support services for patients.
- C. The Contractor shall submit weekly treatment status reports on the CDDA/Drug Court patient's progress in treatment to the CDDA/Drug Court Coordinator or monthly treatment status reports on the CDDA patient's progress in treatment to the CDDA Coordinator, per RCW 13.40.165(6).
- D. The Contractor shall develop a staff training plan and make training available to assure treatment staff receive information/education for addressing the specific issues related to youth and participate in ongoing training with the medical, health, and social service providers in the community.
- E. The Contractor will develop a treatment plan for each CDDA/Drug Court youth that is specific to the gender, ethnicity, cultural and developmental needs of that youth.

##### **III. ELIGIBILITY**

Services shall be provided to court-referred chemically dependent youth patients only, in accordance with this contract and applicable state laws, rules and regulations.

#### IV. REIMBURSEMENT POLICIES

The Contractor shall be reimbursed for treatment services that meet the definition of medical necessity as determined by ASAM Patient Placement criteria or are court ordered by Benton and Franklin Counties Juvenile Court.

#### V. REIMBURSEMENT LIMITATION

- A. The Contractor shall bill according to the following sequence:
  - 1. Contractor will vigorously pursue insurance coverage first. If a CDDA/Drug Court youth has insurance coverage, Contractor will work with the youth and family to obtain the full value of that coverage.
  - 2. Contractor will obtain financial information from all CDDA/Drug Court youth and parents and advocate for and facilitate enrollment of all youth eligible for Title XIX. The Contractor shall make every effort to maximize the use of federal funds provided through Title XIX as a second source of treatment revenue, by identifying those patients who qualify for Title XIX, by billing Title XIX for treatment services for such patients and maximizing the use of state funding as match for Title XIX services. Charging non-Title XIX expenditures for services rendered to Title XIX eligible patients shall constitute an overpayment.
  - 3. CDDA funds will be used first for assessment and urinalysis costs.
- B. The Contractor shall assure that a unit of service is billed to only one contract and that these funds are not used to supplement for the difference in rates between funders allowed for units of service.

#### VI. CDDA EVALUATION

- A. CDDA examinations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The examination shall include a chemical dependency assessment, a proposed treatment plan, and the availability of treatment as well as all other components identified in RCW 13.40.165. The evaluation report shall be provided to the CDDA /Drug Court Case Manager or CDDA Case Manager on the **CDDA or Drug Court Referral Response Form (Exhibit D)** and the **CDDA Evaluation Report and Treatment Plan (Exhibit E)**. These forms may be amended as required by written mutual agreement of the Contractor and the Juvenile Probation Counselor (JPC).
- B. When requested, the **CDDA/Drug Court Evaluation Report and Treatment Plan** shall contain at a minimum the following:

1. The respondent's version of the facts and the official version of the facts, the respondent's offense history, an assessment of drug-alcohol problems and previous treatment attempts, the respondent's social educational, and employment situation, and other evaluation measures used.
  2. The respondent's amenability to treatment and relative risk to the community. A proposed treatment plan shall be provided and shall include, at a minimum:
    - a. Whether inpatient and/or outpatient treatment is recommended;
    - b. Availability of appropriate treatment;
    - c. Monitoring plans, including any requirements regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
    - d. Anticipated length of treatment;
    - e. Recommended crime-related prohibitions; and
    - f. Whether the respondent is amenable to treatment.
- C. The Contractor shall use the DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.
- D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.
- E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJC within seven (7) days of completing the assessment.

## **VII. TREATMENT PLANNING**

- A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.
- B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other

community services that address the youth's specific gender, ethnicity, cultural and developmental needs.

- C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

#### **VIII. SERVICE SPECIFICS**

- A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient
- C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.
- D. Minimum Program Requirements
  - 1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.
  - 2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.
  - 3. Conduct random urinalysis testing
  - 4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.
  - 5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).

6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.
7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).
8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.
9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a family intervention and recommends family therapy services for improved outcomes with CDDA youth.
10. General life skills, decision-making, and coping-skills education and training should be provided.
11. Relapse prevention must be stressed.
12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.
13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

## EXHIBIT C

### CDDA SERVICES REIMBURSEMENT RATES

July 1, 2021 – June 30, 2023

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Seventy-Eight Dollars and Eighty-One Cents (\$178.81)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one “no show” (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the “no show” has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
1. **Intensive Outpatient Treatment**
    - a. At least 6 hours but not more than 8 hours of Group Counseling/week @ **\$52.68/hour, maximum per client per month \$2,107.20**
    - b. 1 hour of Individual Counseling/week @ **\$140.40/hour, maximum per client per month \$702.00**
    - c. Random urinalysis (4/month) @ **\$30.59 each, \$122.36/month**
  2. **Phase I Structured Outpatient Continuing Care**
    - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$52.68/hour, maximum per client per month \$1,580.40**
    - b. 1 hour of Individual Counseling/week @ **\$140.40/hour, maximum per client per month \$702.00**
    - c. Random urinalysis (4/month) @ **\$30.59 each, \$122.36/month**

3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
- a. 1 hour of Support Group/week @ \$52.68/hour, maximum per client per month \$263.40
  - b. 1 hour of Individual Counseling/week @ \$140.40/hour, maximum per client per month \$702.00
  - c. Random urinalysis (3/month) @ \$30.59 each, \$91.77/month
4. **Pre-Treatment (within a 14-day period only)**
- a. Individual Counseling Brief @ \$43.23/hour, \$86.46 maximum per client per month
  - b. Urinalysis 1 only @ \$30.59



**EXHIBIT D**  
**CDDA OR DRUG COURT REFERRAL RESPONSE FORM**

**YOUTH NAME:** \_\_\_\_\_

- ☐ Youth eligible for CDDA
- ☐ Youth eligible for Drug Court CDDA
- ☐ Youth is not eligible for CDDA
  - a. Is not chemically dependent
  - b. Is chemically dependent but not amenable
- ☐ Youth needs:
  - ☐ Inpatient Treatment
  - ☐ Outpatient Treatment

**Probation Counselor** \_\_\_\_\_

**Assessment Counselor** \_\_\_\_\_

## EXHIBIT E

### CDDA Evaluation Report and Treatment Plan

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SCOMIS No:** \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ was evaluated for a Chemical Dependency Disposition Alternative. Administered were the Adolescent Drug Abuse Diagnosis Interview Instrument and the K-SADS Interview. Based upon the information gathered and comparison with the DSM IV, \_\_\_\_\_ meets the criteria for \_\_\_\_\_ Dependency.

**1. DSM IV Rationale**

**A. Pattern of established use:**

**B. Impairment of social or occupational functioning:**

**C. Tolerance or withdrawal:**

**D. Continued use despite adverse consequences and failed treatment attempts:**

**2. Substance Use History:**

3. **Social History:**
4. **Offense History:**
5. **Education and Employment History:**
6. **Client's version of the facts:**
7. **Official version of the facts:**
8. **Amenability to Treatment:**
9. **Community Risk:**

**Recommendations:** Based on the information gathered and diagnostic impression, \_\_\_\_\_  
\_\_\_\_\_ meets the criterion for a Chemical  
Dependency Disposition Alternative. Please see attached treatment plan.

# EXHIBIT F

## Treatment Progress Report

(Circle) CDDA/Drug Court/ARY Drug Court/Probation

CLIENT NAME: \_\_\_\_\_

TX Agency: Northwest Alternatives

Review Period Month

Next Court Date:

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Probation Counselor \_\_\_\_\_

TX Phase: 1 2 3

Group and Individual Attendance:

A = Absent

P = Present

I = Intake

E = Evaluation

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Group:																															
Individual:																															

Drug Testing:

RP = Results Pending	+ = Positive	- = Negative	M = Missed	AL = Alcohol	C = Cocaine
ME = Methamphetamine	OP = Opiate	THC = Marijuana	Oth = Other		

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Code:																															
Positive Drug Code:																															

Number of sober support meetings

RECOMMENDED \_\_\_\_\_

ATTENDED \_\_\_\_\_

VERIFIED \_\_\_\_\_

Progress Notes:

Week 1:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 2:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 3:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 4:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 5:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Recommendations:

Employed: Yes No Employer:

Attending School: Yes No School Name:

Counselor Signature

Date: