

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for October 31, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent on other county business.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board. Present in audience: Pat Underwood and Joyce Ninnemann.

Consent Agenda

**Motion** - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **joint Resolution 2005-454** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Fee for Service Agreement between the Benton-Franklin Juvenile Justice Center and Richland School District, effective September 1, 2005 through July 31, 2006. (Exhibit 1)
2. Approval of **joint Resolution 2005-455** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Agreement Amendment between the Benton-Franklin Juvenile Justice Center and Karyn Oldfield, amending Franklin County Resolution 2003-203 and extending the term of the Agreement through December 31, 2005. (Exhibit 2)
3. Approval of **joint Resolution 2005-456** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract Amendment between the Benton-Franklin Juvenile Justice Center and Life Changes Chemical Dependency Agency, amending Franklin County Resolution 2004-072 and extending the term of the Contract through December 31, 2005. (Exhibit 3)
4. Approval of **joint Resolution 2005-457** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract Amendment between the Benton-Franklin Juvenile Justice Center and Somerset Counseling Center, amending Franklin County Resolution 2003-072 and extending the term of the Agreement to December 31, 2005. (Exhibit 4)
5. Approval of **joint Resolution 2005-458** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners

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on the Personal Services Contract between the Juvenile Justice Center and Life Changes Chemical Dependency Agency, for a term commencing July 1, 2005 and terminating on June 30, 2007. (Exhibit 5)

6. Approval of **joint Resolution 2005-459** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and Somerset Counseling Center, for a term commencing July 1, 2005 and terminating on June 30, 2007. (Exhibit 6)<sup>1</sup>
7. Approval of *Out-of-State Travel Request* for Steve Lowe to attend the National District Attorneys Association (NFAA) Fall Board Meeting in Chicago, Illinois, November 2-6, 2005, for an estimated expense of \$333.00. (Exhibit 7)

Second by Mr. Koch. 3:0 vote in favor.

Vouchers/Warrants

**Motion** – Mr. Koch: I move we accept the vouchers in the figure of \$201,320.75: Current Expense warrants 47518 through 47538 for \$149,922.96; Current Expense warrants 47539 through 47552 for \$15,372.00; Current Expense warrants 47553 through 47555 for \$1136.25; Emergency Management warrant 7546 for \$290.40; Grand Old 4<sup>th</sup> warrant 81 for \$32,708.07; FC Public Facilities Construction Fund warrant 728 for \$500.00; Supplemental Preservation Fund warrant 3 for \$752.69; and Auditor O&M warrants 352 and 353 for \$638.38. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

**Motion** – Mrs. Corkrum: I move we accept the following warrants: Motor Vehicle warrant 26621 for \$3986.13; Current Expense warrant 47556 for \$68,458.37; and TRAC Operations warrant 8899 for \$24,496.50; for a total amount of \$96,941.00. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

**CRISIS RESPONSE**

Crisis Response Unit Manager Joyce Ninnemann and Pat Underwood met with the Board.

Mental Health Needs Update

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Ms. Ninnemann showed the Board a binder with pictures of Crisis Response staff members. She gave the Board a packet including a paper called "Overview of Programs and Services" (Exhibit 10). The other handouts in the packet were also reviewed. Ms. Ninnemann is a nurse practitioner and the manager. A County-Designated Mental Health Professional (CDMHP) is a clinician and an officer of the court. There are ten clinical staff available 24/7. Ms. Ninnemann told the Board about the work that the various staff members do and the type of schedule they work. The acronym LRA refers to less-restrictive alternative to hospitalization. LRA is a court order. It is a form of outpatient treatment. The Involuntary Treatment Act (ITA) gives authority to put people in the hospital. The overview shows the criteria for various programs. Ms. Ninnemann gave some examples of crisis situations. Statistics were reviewed showing referral data. Crisis Response deals with nine police/law enforcement agencies. She said if a police agency wants us on site, we will be on site.

Ms. Ninnemann told the Board why the Crisis Response unit was organized. Ms. Underwood said we wanted you to know who we are and where we are. We are there for the entire community.

## **PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Public Hearing: To consider the advisability of declaring surplus and putting up for public sale the following described equipment and property owned by Franklin County:  
CS-2015 2000 Ford Crown Victoria, Serial #2FAFP71WXYX202655

Public Hearing convened at 9:49 a.m. Present: Commissioners Brock, Corkrum and Koch; Engineer Tim Fife; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Fife said we advertised that we were considering selling one of the Sheriff's vehicles. All other used equipment was traded in.

**Motion** -- Mr. Koch: I move that we surplus a 2000 Crown Victoria. This is Resolution 2005-460. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 11)

Resolution: Local Agency Agreement Supplement: CRP 582/Dilling Lane Bridge

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**Motion** – Mrs. Corkrum: I move for approval of Local Agency Agreement between Franklin County and Washington State Department of Transportation. Second by Mr. Koch. This is Resolution 2005-461. 3:0 vote in favor. (Exhibit 12)

**Davin Road Vacation**

Mr. Fife asked for approval of an easement for the cul-de-sac on Davin Road and for the Final Order of Vacation of a portion of Davin Road.

**Motion** – Mrs. Corkrum: I move for approval. This is Resolution 2005-462. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

**Other Business**

Mr. Fife invited the commissioners to watch a demonstration of a rock rake that can be pulled behind a pickup. He is considering purchasing it for use instead of a road grader in some circumstances. Mrs. Corkrum asked if there is money in the budget for the rock rake. Mr. Fife said it would have to be paid for by maintenance funds and then put into the system for replacement as it wears out.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board. Bridgette Scott was present in the audience.

**Two Human Services Contracts with Department of Social and Health Services (DSHS)**

Benton County is recommending non-approval of both contracts. One issue Benton County has is concerns about ongoing negotiations with DSHS requiring counties to accept all the liabilities and acts of subcontractors. That has been a major issue because of the potential of a huge amount of liability because of acts of subcontractors. Both of these agreements incorporate the DSHS General Terms and Conditions Agreement which sets forth that requirement. In addition, Benton County feels these two particular agreements contain additional terms that place more responsibilities on subcontractors and as we have reviewed these additional responsibilities, these in turn place the potential for more liabilities on the counties. Also, Benton County found each of these needs minor language revisions for clarification purposes. Benton County

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submitted those revisions to DSHS for consideration, and DSHS rejected everything. They were not willing to negotiate or be conciliatory at all.

Mr. Verhulp agrees with Benton County's analysis, which he thinks is sound. The form of these agreements is not perfected in the ideal form it needs to be. We also have the liability issue. He has withheld signature on the agreements. He said there are a couple of other points to consider. The contracts have considerable dollar value. The Board needs to consider whether it's a realistic option to not accept these contracts and then subsequently not accept this funding. You also need to consider you are being put between a rock and a hard place. The state DSHS isn't going to negotiate at all. Mr. Verhulp has talked with Dave Hopper of Human Services (HS) who feels DSHS will offer the contract to someone else to perform these services if the counties do not. Mrs. Corkrum does not think that would be a problem. She said DSHS could then deal directly with the subcontractor. Mr. Brock would have no trouble with that. Mr. Brock is very reluctant to sign anything that is not approved by the prosecutors. Mr. Koch said he also supports the attorneys' wishes on this matter. Mrs. Corkrum agreed.

Mr. Verhulp said Mr. Hopper will present the contracts to the Board on Wednesday.

Green Energy Today

Mr. Verhulp, Assistant Planning Director Greg Wendt, and Engineer Tim Fife have been working with Green Energy Today about the easement on county land for their hydroelectric project. The final issue that will eventually come before the Board for consideration is the loss of value attributed to the use of the county's property on that particular facility. Mr. Verhulp said Mr. Wendt, Mr. Fife and himself agree there needs to be some compensation to the county for use of this land and facility. Green Energy Today is proposing to pay \$252 annually for the use of the land. He said it might be possible to get an appraisal of the value. He asked if the Board has any direction. Mr. Brock asked that a cost figure for an appraisal be obtained and then go from there. Mrs. Corkrum thought maybe Green Energy Today would pay a percentage of what they generated.

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**OTHER BUSINESS**

County Administrator

County Administrator's Secretary Bridgette Scott met with the Board.

Change Order #12 for Courthouse Restoration Project

Mr. Bowen has already discussed this with the Board.

**Motion** – Mrs. Corkrum: I move for approval of Change Order #12. This is Resolution 2005-463. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)

**MINUTES**

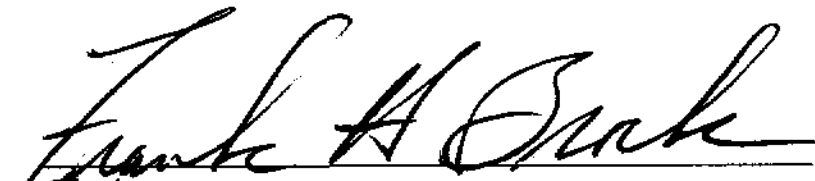
**Motion** – Mr. Koch: I move we accept Commissioners Minutes for October 26, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.


**Adjourned** at 10:16 a.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until November 2, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed November 2, 2005.

## JOINT RESOLUTION

05 659

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

FRANKLIN COUNTY RESOLUTION NO. 2005 454

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE  
CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY  
COMMISSIONERS ON FEE FOR SERVICE AGREEMENT BETWEEN THE  
BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND RICHLAND  
SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Fee for Service Agreement between  
Richland School District, in the amount of \$15,140.00 and Benton-Franklin Juvenile Justice  
Center be approved as presented for a term commencing September 1, 2005 and  
terminating on July 31, 2006, **NOW, THEREFORE**

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and  
the Chairman of the Board of Franklin County Commissioners be and they hereby are  
authorized to sign, on behalf of their respective county, the Fee For Service Agreement.

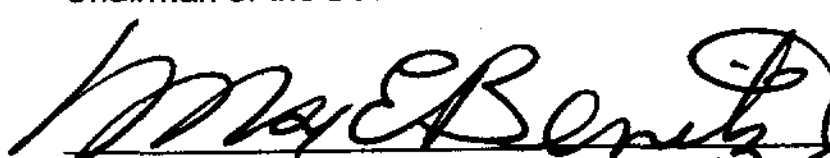
DATED this 24<sup>th</sup> day of October 2005.DATED this 31<sup>st</sup> day of October 2005.


BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman of the Board

  
Member

  
Chairman Pro Tem


  
Member

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

  
Member

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

  
Clerk of the Board

ATTEST:

  
Clerk of the Board



**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSLchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### FEE FOR SERVICES AGREEMENT 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, 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 "COUNTIES"), and Richland School District, with its principal offices at 615 Snow AVE, Richland, WA, 99352, (hereinafter "DISTRICT").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2005, through July 31, 2006, unless sooner terminated as provided herein.

#### 2. SERVICES PROVIDED

The COUNTIES shall perform the following services:

- a. Develop, recruit and train a truancy board; implement and follow-up of truancy board recommendations; assist family in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.
- b. The COUNTIES agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the DISTRICT.
- c. The COUNTIES shall perform the work specified in the Contract according to standard industry practice and shall be performed under the coordination of the Truancy Court Liaison.
- d. The COUNTIES shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- e. The COUNTIES shall confer with the DISTRICT from time to time during the progress of the work. The COUNTIES shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the DISTRICT.

### **3. 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' representatives are as follows:

- a. For DISTRICT: **Dr. Richard Semler  
Superintendent  
Richland School District  
615 Snow AVE  
Richland WA 99352**
- b. For COUNTIES: **Sharon Paradis  
Juvenile Court Administrator  
5606 W Canal PL STE 106  
Kennewick WA 99336**

### **4. COMPENSATION**

For the services performed hereunder, the COUNTIES shall be paid as follows:

- a. Funding in the amount of \$15,140.00 for the entire contract period, to be processed with their first payment cycle after receiving an invoice (bill) from said COUNTIES.
- b. The maximum total amount payable by the DISTRICT to the COUNTIES under this Contract shall not exceed \$15,140.00.
- c. No payment shall be made for any work performed by the COUNTIES, except for work identified and set forth in this Contract.
- d. The COUNTIES will submit invoices to the DISTRICT once per quarter during the progress of the work. Invoices shall cover the time COUNTIES performed work for the DISTRICT during the billing period. The DISTRICT shall pay the COUNTIES for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

### **5. AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

The DISTRICT shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the COUNTIES acts, errors or omissions in the performance of this Contract. PROVIDED, that the DISTRICT'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.

**7. 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 thirty (30) days written notice by certified mail to the DISTRICT.
- b. In the event this agreement is terminated, all services will cease and an appropriate portion of the funds shall be returned to the DISTRICT on a pro-rated basis.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The COUNTIES shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the COUNTIES under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the DISTRICT.
- b. The COUNTIES 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 COUNTIES, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The COUNTIES agrees that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All services provided by the COUNTIES shall not be considered the practice of law, nor shall any legal advice nor representation be given by the COUNTIES.

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

All reports, 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, register, and the ability to transfer these rights. The DISTRICT agrees that if it uses any materials prepared by the COUNTIES for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTIES harmless there from to the extent such use is not agreed to in writing by the COUNTIES.

**12. CONFIDENTIALITY**

The DISTRICT, its employees, subcontractors, and their 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 or an order entered by a court of competent jurisdiction. The COUNTIES shall promptly give the DISTRICT written notice of any judicial proceeding seeking disclosure of such information.

**13. 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, 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.

**14. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the DISTRICT each bind themselves, 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.

**15. 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 the 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.

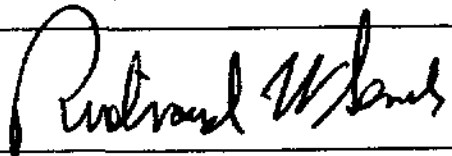
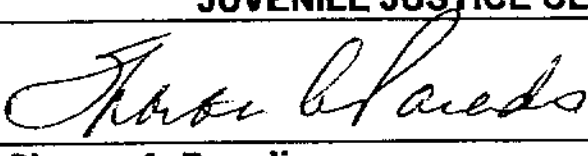
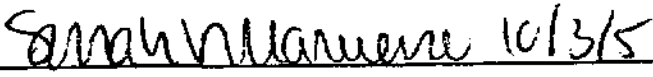


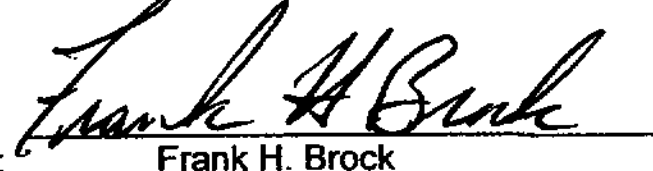

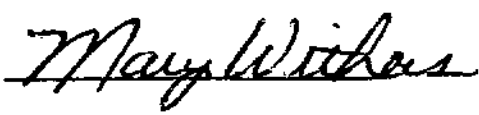
# 16. ENTIRE AGREEMENT

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

# 17. NOTICES

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

The parties have caused this Agreement to be signed as follows:

<b>RICHLAND SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
	
<b>Dr. Richard Semler</b> <b>Superintendent</b>	<b>Sharon A. Paradis</b> <b>Administrator</b>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:	Approved as to Form:
	
<b>Sarah Villanueva, Deputy Prosecuting Attorney</b>	<b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b>
By: 	By: 
Name: <u>Claude L. Oliver</u>	Name: <u>Frank H. Brock</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: <u>10-24-05</u>	Date: <u>OCT. 31, 2005</u>
Attest:	Attest:
Clerk of the Board: 	Clerk of the Board: 

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Richland School District for 2005 2006 School Year	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2004, through June 30, 2005), the Richland School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2005, through July 31, 2006.

**SUMMARY**

Richland has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Agreement with the Richland School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, Claude L. Oliver, and the Chairman of the Board of Franklin County Commissioners, Frank H. Brock, be and they hereby are authorized to sign, on behalf of their respective county, the Fee for Service Agreements with the Richland School District.

## JOINT RESOLUTION

05 660

BENTON COUNTY RESOLUTION NO.

2005 455

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND KARYN OLDFIELD, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Agreement Amendment between Karyn Oldfield, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term terminating on December 31, 2005, NOW, THEREFORE

WHEREAS, approval then necessitates amending Benton County Resolutions 03 184 executed on April 7, 2003 and Franklin County Resolution 2003 203 executed on April 9, 2003, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 24<sup>th</sup> day of October 2005.

DATED this 31<sup>st</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Charles L. Olson  
Chairman of the Board

Frank A. Burk  
Chairman of the Board

Mr. E. Benitz  
Member

Qua. Hankrum  
Chairman Pro Tem

Ed M. Bauman

R. G. Root

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Carmel McKenzie  
Clerk of the Board

ATTEST:

Mary Withers  
Clerk of the Board

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### PERSONAL SERVICE AGREEMENT AMENDMENT

This PERSONAL SERVICE AGREEMENT AMENDMENT is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Karyn Oldfield, WSBA # 23053 hereinafter called "the Attorney", an attorney admitted to practice law in the State of Washington.

This Agreement Amendment is for the provision of legal representation of juveniles in Benton County and Franklin County Superior Courts, Juvenile Division, Juvenile Drug Court.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Services Agreement, numbered as Benton County Resolution No. 03 184 and executed on April 7, 2003 and Franklin County Resolution No. 2003 203 and executed on April 9, 2003, shall be amended as follows:

1. Section 2b. **COMPENSATION** shall be amended to read as follows:

For the period between April 1, 2004 through December 31, 2005, Benton and Franklin Counties shall compensate the attorney as attorney fees and not as a salary for the professional services provided in the sum of two thousand eighty-three dollars and thirty-three cents (\$2083.33) per month. The amount shall be paid on the last business day of each month of the term hereof beginning on the last day of April 2004 and ending on the last business day of December 2005.

2. Section 4. **TERM** shall be amended to read as follows:

The term of this Agreement shall be extended to December 31, 2005.

3. Except as expressly provided in this Personal Services Agreement Amendment, all other terms and conditions of the original Personal Services Agreement, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.



This amendment shall be effective upon execution by the parties.

Attorney	Benton Franklin Juvenile Justice Center
 <b>Karyn Oldfield</b>	 <b>Sharon A. Paradis</b>

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Service Agreement Amendment with Karyn Oldfield	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center has contracted with Karyn Oldfield for several years to provide legal representation for juveniles in the Benton and Franklin County Superior Courts, Juvenile Division, Juvenile Drug Court. The Federal Juvenile Drug Court grant has received an extension through December 31, 2005.

**SUMMARY**

The actual costs for legal representation are paid from federal funds. The term of the personal services contract coincides with the Federal Juvenile Drug Court grant, which expires on December 31, 2005.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement Amendment between Karyn Oldfield and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are federal funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service agreement amendment with Karyn Oldfield for the period terminating on December 31, 2005.

## JOINT RESOLUTION

05 661

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

FRANKLIN COUNTY RESOLUTION NO. 2005 456

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND LIFE CHANGES CHEMICAL DEPENDENCY AGENCY, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment between Life Changes Chemical Dependency Agency, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term terminating on December 31, 2005, NOW, THEREFORE

WHEREAS, approval then necessitates amending Benton County Resolution 04 028 executed on January 26, 2004 and Franklin County Resolution 2004 072 executed on February 2, 2004, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 24<sup>th</sup> day of October 2005.

DATED this 31<sup>st</sup> day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude L. Oliver  
Chairman of the Board

Mark E. Benzel  
Member

Don M. Bauman

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carrie McKenzie  
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank A. Brink  
Chairman of the Board

Debra Barkman  
Chairman Pro Tem

R. K. Kach

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Withers  
Clerk of the Board

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### **PERSONAL SERVICE CONTRACT AMENDMENT**

This PERSONAL SERVICE CONTRACT AMENDMENT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Life Changes Chemical Dependency Agency with its principle offices at 313 N Morain, Kennewick WA 99336 hereinafter called "CONTRACTOR".


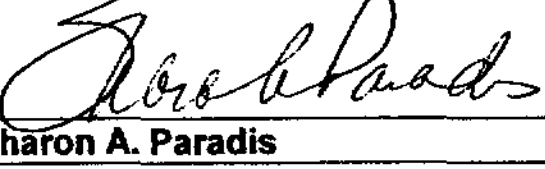
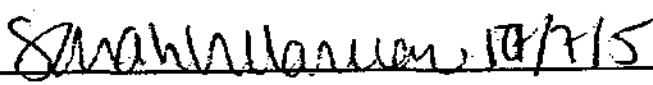

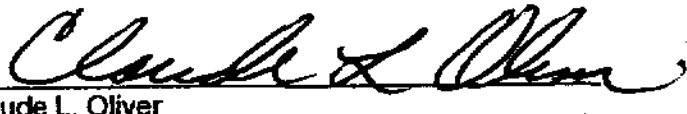


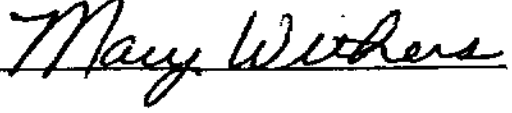
In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Services Contract, numbered as Benton County Resolution No. 04.028 and executed on January 26, 2004 and Franklin County Resolution No. 2004 072 and executed on February 2, 2004 shall be amended as follows:

1. Section 2. **DURATION OF CONTRACT** shall be amended to read as follows:

The term of this Contract shall be January 1, 2004, through December 31, 2005. 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.

2. Except as expressly provided in this Personal Services Contract Amendment, all other terms and conditions of the original Personal Services Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

<b>Life Changes Chemical Dependency Agency</b>	<b>Benton Franklin Juvenile Justice Center</b>
	
<b>Barbara Godding</b>	<b>Sharon A. Paradis</b>
<b>Benton County Approval</b>	<b>Franklin County Approval</b>
<b>Approved as to Form:</b>	<b>Approved as to Form:</b>
	
<b>Sarah Villanueva, Deputy Prosecuting Attorney</b>	<b>Ryan Verhulp, Civil Deputy Prosecuting Attorney</b>
<b>By:</b>	<b>By:</b>
	
<b>Name:</b> <u>Claude L. Oliver</u>	<b>Name:</b> <u>Frank H. Brock</u>
<b>Title:</b> <u>Benton County Board of Commissioners Chairman</u>	<b>Title:</b> <u>Franklin County Board of Commissioners Chairman</u>
<b>Date:</b> <u>10-24-05</u>	<b>Date:</b> <u>OCT. 31, 2005</u>
<b>Attest:</b>	<b>Attest:</b>
<b>Clerk of the Board:</b> 	<b>Clerk of the Board:</b> 

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Services Contract	Pass Resolution <u>xx</u>	1ST DISCUSSION
Amendment with Life Changes Chemical	Pass Ordinance	2ND DISCUSSION
Dependency Agency	Pass Motion	OTHER
Prepared By: Kathryn M. Phillips	Other	
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center has contracted with Life Changes Chemical Dependency Agency for several years to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract amendment with Life Changes Chemical Dependency Agency has been written to provide for the services as outlined in the Federal drug court grant between the Juvenile Court and the Office of Justice Program.

**SUMMARY**

The actual costs for case management and services are paid from federal funds. The term of the personal services contract coincides with the Federal Juvenile Drug Court grant, which expires on December 31, 2005.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract Amendment between Life Changes Chemical Dependency Agency and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are federal funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract amendment with Life Changes Chemical Dependency Agency for the period terminating on December 31, 2005.

## JOINT RESOLUTION

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

05 662

FRANKLIN COUNTY RESOLUTION NO. 2005 457

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND SOMERSET COUNSELING CENTER, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment between Somerset Counseling Center, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term terminating on December 31, 2005, NOW, THEREFORE

WHEREAS, approval then necessitates amending Benton County Resolution 03 041 executed on February 3, 2003 and Franklin County Resolution 2003 072 executed on February 10, 2003, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 24th day of October 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude L. Olney  
Chairman of the Board

Max E. Bentley  
Member

Leo M. Bouman

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carmel McKenzie  
Clerk of the Board

DATED this 31<sup>st</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Burk  
Chairman of the Board

Theresa Jackson  
Chairman Pro Tem

R. Koch

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

Mary Wither  
Clerk of the Board

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



**SHARON PARADIS**, Administrator  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

**LONNA K. MALONE**  
**JOSEPH R. SCHNEIDER**  
**JERRI G. POTTS**  
Court Commissioners

### **PERSONAL SERVICE CONTRACT AMENDMENT**

This PERSONAL SERVICE CONTRACT AMENDMENT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Somerset Counseling Center with its principle offices at 680 Symons, Richland WA 99352 hereinafter called "CONTRACTOR".

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Personal Services Contract, numbered as Benton County Resolution No. 03 041 and executed on February 3, 2003 and Franklin County Resolution No. 2003 072 and executed on February 10, 2003 shall be amended as follows:


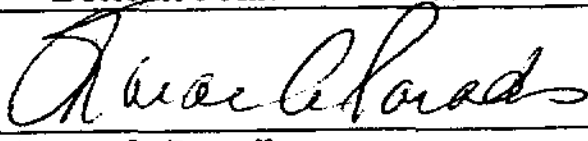
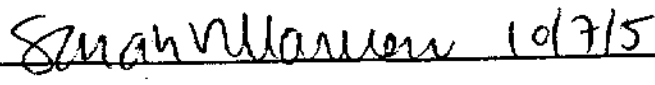
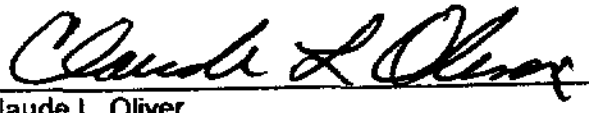
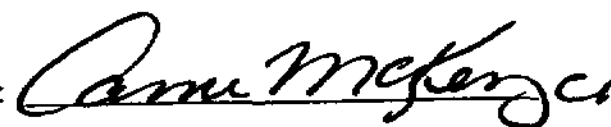

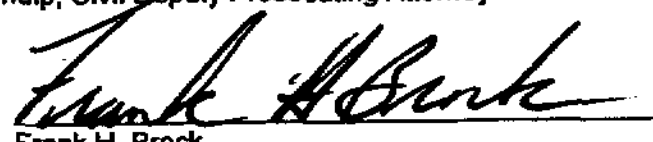

1. Section 2. **DURATION OF CONTRACT** shall be amended to read as follows:

The term of this Contract shall be January 1, 2003, through December 31, 2005. 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.

2. Except as expressly provided in this Personal Services Contract Amendment, all other terms and conditions of the original Personal Services Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.



This amendment shall be effective upon execution by the parties.

Somerset Counseling Center	Benton Franklin Juvenile Justice Center
 Gary Somdahl Date: 10/3/05	 Sharon A. Paradis Date: 10/3/05
<b>Benton County Approval</b>  Approved as to Form:  Sarah Villanueva, Deputy Prosecuting Attorney Date: 10/7/05  By:  Name: Claude L. Oliver Title: Benton County Board of Commissioners Chairman Date: 10-24-05  Attest:  Clerk of the Board: 	<b>Franklin County Approval</b>  Approved as to Form:  Ryan Verhulp, Civil Deputy Prosecuting Attorney Date: 10-11-05  By:  Name: Frank H. Brock Title: Franklin County Board of Commissioners Chairman Date: OCT. 31, 2005  Attest:  Clerk of the Board: 

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	<b>CONSENT AGENDA</b> <u>xx</u>
<b>MEETING DATE:</b> B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	<b>PUBLIC HEARING</b>
<b>SUBJECT:</b> Personal Service Contract with Somerset Counseling Center	Pass Resolution <u>xx</u>	<b>1ST DISCUSSION</b>
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	<b>2ND DISCUSSION</b>
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	<b>OTHER</b>
	Other	

**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.

**SUMMARY**

The actual costs for case management and services are outlined in the attached contract and paid from state funds. The term of the personal services contract coincides with the Consolidated Juvenile Services biennium and runs from July 1, 2005 through June 30, 2007.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract with Somerset Counseling Center for the period of July 1, 2005 through June 30, 2007.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 663FRANKLIN COUNTY RESOLUTION NO. 2005 458

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN  
OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON  
THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE  
CENTER AND LIFE CHANGES CHEMICAL DEPENDENCY AGENCY, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the  
best interest of the Juvenile Justice Center that the Person Services Contract between Life  
Changes Chemical Dependency Agency, and Benton-Franklin Counties Juvenile Justice  
Center be approved as presented for a term commencing July 1, 2005 and terminating on  
June 30, 2007, **NOW, THEREFORE**

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and  
the Chairman of the Board of Franklin County Commissioners be and they hereby are  
authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 24th day of October 2005..

BENTON COUNTY BOARD OF COMMISSIONERS

Claudia L. Allen  
Chairman of the Board

Mr. E. Berntz  
Member

Leo M. Bauman

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

ATTEST:

Carrie McKenzie  
Clerk of the Board

DATED this 31<sup>st</sup> day of October 2005.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank A. Burk  
Chairman of the Board

David Jackson  
Chairman Pro Tem

Phyllis

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

May Withers  
Clerk of the Board

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND LIFE CHANGES CHEMICAL DEPENDENCY AGENCY

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, 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 "Counties"), and Life Changes Chemical Dependency Agency, with its principal offices at 313 N Morain, Kennewick, WA 99336, (hereinafter "Contractor").

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

#### 1. CONTRACT DOCUMENTS

This Contract includes the following exhibits, which are incorporated herein by reference:

- A. Exhibit A, Specific Terms and Conditions;
- B. Exhibit B, Scope of Services;
- C. Exhibit C, CDDA Services Reimbursement Rate;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Examination 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, 2005 and expire on June 30, 2007. 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

The Contractor shall perform the following services:

- A. 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. To the extent available, the Counties agree to provide an office space at the Benton-Franklin Counties Juvenile Justice Center for use by the Contractor in the performance of services under this contract. Except for such office space, unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in the 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' representatives are as follows:

- A. For CONTRACTOR: **Barbara Godding**  
**Life Changes Chemical Dependency Agency**  
**313 N Morain**  
**Kennewick WA 99336**
- B. For COUNTIES: **Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**

#### 5. COMPENSATION

For the services performed hereunder, the Contractor shall be paid as follows:

- A. 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 \$25,000.00.

- 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, in accordance with Exhibits A through C, 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.
- 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 for 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, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. 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, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. 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, its officers, officials, employees or agents.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, 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. 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.
- 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, the Contractor's employees, agents or subcontractors.

## 8. INSURANCE

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

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 bodily injury or property damage. 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 including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** 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. 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, employers' liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur 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:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

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, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect



coverage provided to the Counties, its officers, officials, employees or agents.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

**F. Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A: VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverage shall be mailed to the Counties at the following address:

Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336-1388
- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County or Franklin County Risk Manager.
- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

## 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 paragraph 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 terminate this Contract, 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.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the 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.

**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 Five of this Contract, and the Contractor is not 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which 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 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 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, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (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 PL STE 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.

**16. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or any other protected status.

**17. 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.

**18. DISPUTES**

Differences 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.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their 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 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.

**20. 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, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, 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.

**22. 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 the 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.


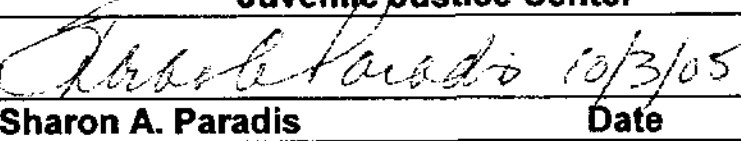
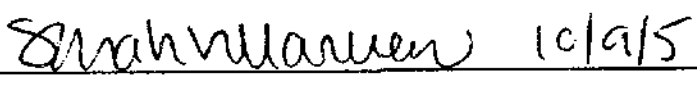
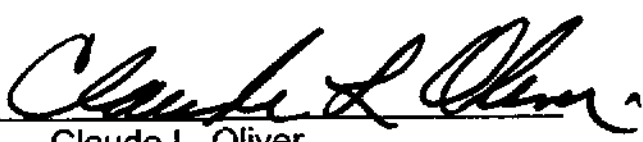
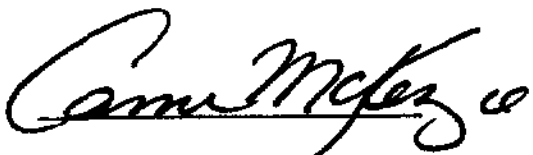
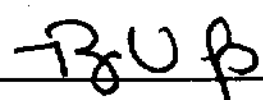
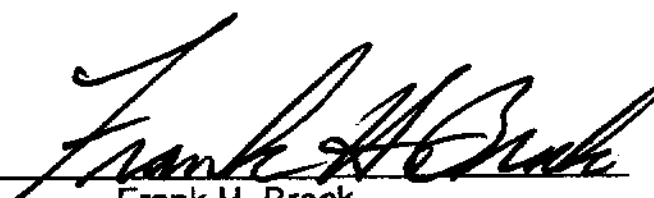

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

The parties have caused this Agreement to be signed as follows:

<b>Life Changes Chemical Dependency Agency</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 10/4/05 <b>Barbara Godding</b> Date	 10/3/05 <b>Sharon A. Paradis</b> Date
<p align="center"><b>BENTON COUNTIES APPROVAL</b></p> <p>Approved as to Form:</p> <p> 10/9/05          Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By:           Name: <u>Claude L. Oliver</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>10-24-05</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTIES APPROVAL</b></p> <p>Approved as to Form:</p> <p> 10.12.05          Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By:           Name: <u>Frank H. Brock</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>OCT. 31, 2005</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>

**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

Life Changes Chemical Dependency Agency (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.

## VI. 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 Life Changes Chemical Dependency Professional (CDP), or Life Changes Chemical Dependency Professional Trainee (CDPT), 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. Life Changes 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 Commitable 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 Commitable and Locally Sanctioned Youth)

Services provided by Life Changes Chemical Dependency Agency:

- ◆ 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. Life Changes Chemical Dependency Agency 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 Life Changes until a treatment bed becomes available.
- G. The CDDA/Drug Court Case Manager or will notify Life Changes of a youth's 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 Life Changes. If the youth is in Detention pending disposition, Life Changes 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. Life Changes 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 Life Changes Chemical Dependency Agency, that agency will input all data into the Target System.
- I. Life Changes 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. Life Changes 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 evaluations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The evaluation 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 a DASA certified youth assessment to administer all assessment referrals from the 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 five working days 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 JPC 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.



## EXHIBIT C

## CDDA SERVICES REIMBURSEMENT RATES

July 1, 2005 – June 30, 2007

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **Ninety-one Dollars and Twenty-two Cents (\$91.22)**. 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 9 hours of Group Counseling/week @ **\$17.88/hour, maximum per client per month \$804.60**
    - b. 1 hour of Individual Counseling/week @ **\$56.85/hour, maximum per client per month \$284.25.**
    - c. Random urinalysis (4/month) @ **\$10.36 each, \$41.44/month**
  2. **Phase I Structured Outpatient Continuing Care**
    - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$17.88/hour, maximum per client per month \$536.40**
    - b. 1 hour of Individual Counseling/week @ **\$56.85/hour, maximum per client per month \$284.25**
    - c. Random urinalysis (4/month) @ **\$10.36 each, \$41.44/month**
  3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
    - a. 1 hour of Support Group/week @ **\$17.88/hour, maximum per client per month \$87.70**
    - b. 1 hour of Individual Counseling/week @ **\$56.85/hour, maximum per client**

**per month \$284.25**

- c. Random urinalysis (3/month) @ \$10.36 each, \$31.08/month

**4. Pre-Treatment (within a 14-day period only)**

- a. Individual Counseling Brief @ \$30.35/hour, \$60.30 maximum per client per month
- b. Urinalysis 1 only @ \$10.36

**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

## LIFE CHANGES CHEMICAL DEPENDENCY

313 N. Morain  
Kennewick, WA 99336  
(509) 783-3766

Attn: _____ Juvenile Justice Center 5606 W. Canal Pl. Ste. 106 Kennewick, WA 99336  RE: _____ DOB: _____	<b>PROHIBITION OF DISCLOSURE</b> <i>"This information has been disclosed to you from records whose confidentiality is protected by federal law regulations (42CFR, Part 2) prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations, a general authorization for the release of medical or other information is not sufficient for the purpose."</i>  WSAMS# _____
--	--

Dear \_\_\_\_\_,

This letter is to inform you that the above named individual was seen by Life Changes, on \_\_\_\_\_ for the purpose of an alcohol/drug CDDA assessment. \_\_\_\_\_ is \_\_\_\_\_ years of age and has completed \_\_\_\_\_ years of education. \_\_\_\_\_ is currently attending/not attending school and employed/unemployed. \_\_\_\_\_ is living with \_\_\_\_\_ at this time.

**PATIENT'S REPORT OF THE REFERRING CIRCUMSTANCES:** \_\_\_\_\_ stated,

\_\_\_\_\_

\_\_\_\_\_

**ALCOHOL/OTHER DRUG USES HISTORY, AS PROVIDED BY THE PATIENT:**

Alcohol: \_\_\_\_\_

Other Drugs: \_\_\_\_\_

\_\_\_\_\_

The testing and interview completed by Life Changes indicate that he has met \_\_\_\_\_ of the 9 diagnostic criteria from the DSM-IV which makes a diagnosis of Chemically Dependent. It would be in \_\_\_\_\_ best interest if he could remain under intensive supervision and receive treatment for his drug use.

The Adolescent SASSI and Diagnostic Interview were the means by which this evaluation was conducted. The validity of this evaluation is at least partially dependent upon the client reporting accurate information, BAL, as well as information from referral source when available.

**Axis 1 - Clinical Disorder:**

	DSM-IV
	DSM-IV
	DSM-IV

This conclusion is based on the screening tests and a personal interview. These tests and the personal

interview reveal the following:

1. Substance taken in larger amounts and/or over longer period of time that the client intended.
2. Persistent attempts or one or more unsuccessful efforts made to cut down or control substance use.
3. Majority of time spent in activities necessary to get the substance, taking the substance or recovering from its effects.
4. Frequent intoxication or withdrawal symptoms when expected to fulfill major role obligations at work, school, or home (e.g. does not go to work or school because hung over, goes to school or work "high") or when substance use is physically hazardous (e.g. driving while intoxicated).
5. Important social, occupational, or recreational activities given up or reduced because of substance abuse.
6. Continued substance use despite knowledge of having a persistent or recurrent social, Psychological or physical problem caused or made worse by the use of the substance.
7. Marked tolerance: need for markedly increased amounts of the substance (at least 50% increases) in order to achieve intoxication or desired effect: or markedly diminished effect with continued use of the same amount.
8. Characteristic withdrawal symptoms (may be absent with PCP, cannabis,
9. hallucinogens or cocaine).
10. Self-medicating with substance taken to relieve or avoid withdrawal symptoms (may be absent with PCP, cannabis, or hallucinogens).

Previous treatment attempts: \_\_\_\_\_

Amenability to Treatment: ASAM DimemSION IV \_\_\_\_\_

Patient's version of the facts: \_\_\_\_\_

Official version of the facts: \_\_\_\_\_

Patient's offense history: \_\_\_\_\_

Social and Educational History: \_\_\_\_\_ was born in \_\_\_\_\_, on \_\_\_\_\_. His parents are divorced/married/separated/single, and they have \_\_\_\_\_ sibling residing at \_\_\_\_\_. Patient has lived in Kennewick/Pasco/Richland for \_\_\_\_\_ years. The patient has/has not/is currently receiving mental health counseling at \_\_\_\_\_. Patient is currently in \_\_\_\_ grade/not in school, during their education they attended the following schools \_\_\_\_\_. They have/have not been suspended from school \_\_\_\_\_ times.

*Community Risks:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Patient will follow all treatment recommendations including treatment plan any other prohibitions that are deemed necessary for the patient to remain clean and sober. Specific recommended prohibitions to this patient are:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*My recommendation at this time is for \_\_\_\_\_ to complete a \_\_\_\_\_ youth alcohol and drug treatment program, which will include:*

- 1. Complete abstinence from all mind/mood altering chemicals.*
- 2. Prescription drugs if needed, by physicians recommendation only upon documented evidence those drugs are necessary.*
- 3. Intensive Inpatient Treatment for a period of 30-60 days, followed by;*
- 4. Intensive Outpatient (EOP) 72 hours/12 weeks,*
  - a. Aftercare once a week for the remainder of their program.*
  - b. Meet any additional requirements of the treatment facility that may become necessary, such as urinalysis, or additional meetings if the need becomes apparent.*
  - c. Attend two AA/NA meetings weekly.*

*Variations to the treatment program are at the discretion of the treatment facility depending on the progress of the client, including length of program.*

*If I may be of further assistance, please feel free to contact me.*

*Sincerely,*

\_\_\_\_\_  
*Chemical Dependency Professional Trainee*

\_\_\_\_\_  
*Chemical Dependency Professional*

cc: file

CDDA Assessment Letter.doc

**EXHIBIT F**

Benton-Franklin Counties  
**Juvenile Chemical Dependency Disposition Alternative  
 TREATMENT PROGRESS REPORT**



Date: \_\_\_\_\_

Name of Youth	Date of Birth	Parent/Guardian Name

Drug Court Case Manager	Treatment Provider & Counselor

<b>MODALITY OF TREATMENT</b> Dimension 4: Readiness to Change	

<b>TREATMENT PROGRESS &amp; ATTENDANCE</b> Dimension 5: Relapse, Continued Use or Continued Problem Potential	

<b>TREATMENT SANCTION (BE SPECIFIC)</b>  <div style="text-align: right; margin-right: 20px;">Violation:</div> <div style="text-align: right; margin-right: 20px;">Sanction Imposed:</div> <div style="text-align: right; margin-right: 20px;">Recommendation for Sanctions/Incentives</div>	

<b>FAMILY INFORMATION</b> Dimension 6: Recovery Environment	

<b>MENTAL HEALTH STATUS</b> Dimension 3: Emotional, Behavioral or Cognitive Conditions & Complications	

<b>MEDICAL INFORMATION</b> Dimension 2: Biomedical Conditions & Complications	

<b>PRO-SOCIAL ACTIVITY</b>	

Dimension 6: Recovery Environment	
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<b>ADDITIONAL INFORMATION</b>	
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<b>UA DATES &amp; RESULTS</b>	
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<b>TOPICS/CURRICULUM COVERED FOR THE WEEK</b>	
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AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Service Contract with Life Changes Chemical Dependency Agency	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center has contracted with Life Changes Chemical Dependency Agency for several years to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract with Life Changes Chemical Dependency Agency 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.

**SUMMARY**

The actual costs for case management and services are outlined in the attached contract and paid from state funds. The term of the personal services contract coincides with the Consolidated Juvenile Services biennium and runs from July 1, 2005 through June 30, 2007.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Life Changes Chemical Dependency Agency and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract with Life Changes Chemical Dependency Agency for the period of July 1, 2005 through June 30, 2007.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 664  
FRANKLIN COUNTY RESOLUTION NO. 2005 459

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND SOMERSET COUNSELING CENTER, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between Somerset Counseling Center, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2005 and terminating on June 30, 2007, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 24<sup>th</sup> day of October 2005.

DATED this 31<sup>st</sup> day of October 2005..

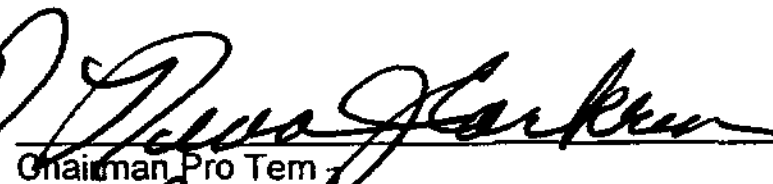
BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman of the Board

  
Member

  
Chairman Pro Tem

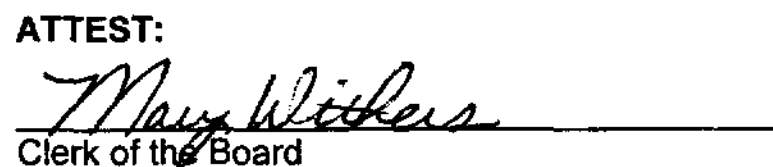
  
Member

  
Member

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:  
  
Clerk of the Board

ATTEST:  
  
Clerk of the Board

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# **BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator  
Juvenile Court Services

## **SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### **PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND SOMERSET COUNSELING CENTER**

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, 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 "Counties"), and Somerset Counseling Center, with its principal offices at 680 Symons, 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 includes the following exhibits, which are incorporated herein by reference:

- A. Exhibit A, Specific Terms and Conditions;
- B. Exhibit B, Scope of Services;
- C. Exhibit C, CDDA Services Reimbursement Rate;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Examination 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, 2005 and expire on June 30, 2007. 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**

The Contractor shall perform the following services:

- A. 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 for in the Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The Contractor shall perform the work specified in the 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' representatives are as follows:

- A. For CONTRACTOR: **Gary Somdahl  
Somerset Counseling Center  
680 Symons  
Richland WA 99352**
- B. For COUNTIES: **Sharon Paradis  
Juvenile Court Administrator  
5606 W Canal PL STE 106  
Kennewick WA 99336**

5. **COMPENSATION**

For the services performed hereunder, the Contractor shall be paid as follows:

- A. 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 \$25,000.00.
- 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, in accordance with Exhibits A through C, 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.
- 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 for 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, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. 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, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. 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, its officers, officials, employees or agents.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, 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. 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.
- 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, the Contractor's employees, agents or subcontractors.

## 8. INSURANCE

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

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 bodily injury or property damage. 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 including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous

purchase of the above referenced insurance or an extended reporting period policy.

- B. **Workers Compensation:** 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. 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, employers' liability, commercial liability or commercial umbrella liability insurance.

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:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- 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, its elected and appointed officers, officials, employees and agents.

- (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

**F. Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A: VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.



- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverage shall be mailed to the Counties at the following address:

Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336-1388
- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County or Franklin County Risk Manager.
- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

**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 paragraph 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 terminate this Contract, 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.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the 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.

**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 Five of this Contract, and the Contractor is not 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which 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 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 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, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (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 PL STE 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.

**16. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or any other protected status.

**17. 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.

**18. DISPUTES**

Differences 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.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their 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 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.

**20. 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, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, 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.

**22. 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 the 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.

### 23. ENTIRE AGREEMENT

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

### 24. NOTICES

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

The parties have caused this Agreement to be signed as follows:

<p align="center"><b>Somerset Counseling Center</b></p>	<p align="center"><b>Benton Franklin Counties Juvenile Justice Center</b></p>
<p><i>[Signature]</i> <u>10/3/05</u>  <b>Gary Somdahl</b> <b>Date</b></p>	<p><i>[Signature]</i> <u>10/3/05</u>  <b>Sharon A. Paradis</b> <b>Date</b></p>
<p align="center"><b>BENTON COUNTIES APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Sarah Villanueva 10/11/05</u>          Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: <u><i>[Signature]</i></u>          Name: <u>Claude L. Oliver</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>10-24-05</u></p> <p>Attest:</p> <p>Clerk of the Board: <u><i>[Signature]</i></u></p>	<p align="center"><b>FRANKLIN COUNTIES APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>BOB</u> <u>10.12.05</u>          Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: <u><i>[Signature]</i></u>          Name: <u>Frank H. Brock</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>OCT 31, 2005</u></p> <p>Attest:</p> <p>Clerk of the Board: <u><i>[Signature]</i></u></p>

**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 Agency (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 Chemical Dependency Professional (CDP), or Somerset Chemical Dependency Professional Trainee (CDPT), 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 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 Commitable 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 Commitable and Locally Sanctioned Youth)

Services provided by Somerset:

- ◆ 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 Chemical Dependency Agency 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 until a treatment bed becomes available.
- G. The CDDA/Drug Court Case Manager or will notify Somerset 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. If the youth is in Detention pending disposition, Somerset 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 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 Chemical Dependency Agency, that agency will input all data into the Target System.
- I. Somerset 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 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 Northwest Treatment Alternatives Chemical 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.



## EXHIBIT C

## CDDA SERVICES REIMBURSEMENT RATES

July 1, 2005 – June 30, 2007

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **Ninety-one Dollars and Twenty-two Cents (\$91.22)**. 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 9 hours of Group Counseling/week @ **\$17.88/hour, maximum per client per month \$804.60**
    - b. 1 hour of Individual Counseling/week @ **\$56.85/hour, maximum per client per month \$284.25.**
    - c. Random urinalysis (4/month) @ **\$10.36 each, \$41.44/month**
  2. **Phase I Structured Outpatient Continuing Care**
    - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$17.88/hour, maximum per client per month \$536.40**
    - b. 1 hour of Individual Counseling/week @ **\$56.85/hour, maximum per client per month \$284.25**
    - c. Random urinalysis (4/month) @ **\$10.36 each, \$41.44/month**
  3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
    - a. 1 hour of Support Group/week @ **\$17.88/hour, maximum per client**

**per month \$87.70**

**b. 1 hour of Individual Counseling/week @ \$56.85/hour, maximum per client per month \$284.25**

**c. Random urinalysis (3/month) @ \$10.36 each, \$31.08/month**

**4. Pre-Treatment (within a 14-day period only)**

**a. Individual Counseling Brief @ \$30.35/hour, \$60.30 maximum per client per month**

**Urinalysis 1 only @ \$10.36**

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

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 10-24-05 F/C 10-31-05	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Service Contract Amendment with Somerset Counseling Center	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**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 amendment with Somerset Counseling Center has been written to provide for the services as outlined in the Federal drug court grant between the Juvenile Court and the Office of Justice Program.

**SUMMARY**

The actual costs for case management and services are paid from federal funds. The term of the personal services contract coincides with the Federal Juvenile Drug Court grant, which expires on December 31, 2005.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are federal funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract amendment with Somerset Counseling Center for the period terminating on December 31, 2005.

# OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Steve M. Lowe  
 Dates: November 2-4, 2005  
 Destination: Chicago IL  
 Purpose: NDAA Fall Bd Mtg  
 Account/Budget #: 001-000-480

515.20 43 0001

## ESTIMATED EXPENSE

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$ \_\_\_\_\_  
 Meals..... \$ 255.00  
 Lodging..... \$ \_\_\_\_\_  
 Registrations, Fares ..... \$ 78.00  
 Supplies ..... \$ \_\_\_\_\_  
**TOTAL**..... \$ 333.00

Recommended: [Signature] 10/24/05  
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

OCT 31, 2005  
Frank A. Burk, Chair  
George Barker, Member  
[Signature], Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: \_\_\_\_\_



EXHIBIT 8  
Franklin County Auditor

October 31, 2005

1016 North 4th Avenue  
Pasco, WA 99301

ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
Pasco, WA 99301

October 31, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, October 31, 2005,  
Move that the following warrants be approved for payment:

<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	47518-47538	\$149,922.96
Current Expense	47539-47552	\$15,372.00
Current Expense	47553-47555	\$1,136.25
Emergency Management	7546	\$290.40
Grand Old 4 <sup>th</sup>	81	\$32,708.07
FC Public Facilities Const Fund	728	\$500.00
Supplemental Preservation Fund	3	\$752.69
Auditor O & M	352-353	\$638.38

In the amount of 201,320.75. The motion was seconded by  
And passed by a vote of 3 to 0.

Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

EXHIBIT 9  
**Franklin County Auditor**

October 31, 2005

1016 North 4th Avenue  
Pasco, WA 99301

ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
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October 31, 2005

Franklin County Commissioners:


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Action: As of this date, October 31, 2005,  
Move that the following warrants be approved for payment:



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Motor Vehicle	26621	\$3,986.13
Current Expense	47556	\$68,458.37
TRAC Operations	8899	\$24,496.50

In the amount of **96,941.00**. The motion was seconded by  
And passed by a vote of      to      .



Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

# **Benton and Franklin Counties Crisis Response Unit**

2635 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-0500

## **Overview of Programs and Services**

**Crisis Response Unit:**

Available: 24 hrs a day / 7 days a week

Staffing: 2 Clinical Supervisors – each with other clinical responsibilities  
9 Direct service CDMHPs  
2 CDMHPs with other primary responsibilities – hearings/meds  
2 Crisis counselor/case managers

**CDMHP - County Designated Mental Health Professional** – Masters Level with minimum 2 yr experience with mentally ill, designated by County Commissioners at County Human Service Staff recommendation/request. CDMHPs serve as the entry point for the Involuntary Treatment Act in Washington State. They have the initial (72 hour) detention capacity and ability to issue "Detain and Transport" orders.

**Mission:**

Our primary charge is to make mental health crisis services available on a 24 hour, 7 days a week basis to persons within the geographical boundaries of Benton and Franklin Counties. Crisis services are available to those experiencing the effects of acute crisis in their lives regardless of residency, ability to pay or enrollment status. These services include providing access to all components of the Involuntary Treatment Act, as well as those services necessary and available to improve, stabilize and/or prevent deterioration of functioning resulting from the effects of an acute presentation of mental disorder.

**Services Provided:****Three main roles:**

- 1) **Crisis Intervention Services** – available at any time, offered via telephone, walk-in and mobile community outreach as necessary. Services include information and referral, active listening, problem solving and basic counseling for individuals and families experiencing acute dysfunction. All services seek to resolve the identified issues in the least restrictive setting possible to assure reasonable levels of safety. Services to persons triaged to be in the emergent and urgent categories are generally provided through Crisis Response Unit staff. Immediate response, same day and next day appointments are available for intervention or follow up as clinically indicated. Emergency medications evaluations and prescriptions are offered within clinical capacity, and are often available within 2 working days.
- 2) **Involuntary Treatment Services** – available at any time, evaluations for emergency detention under RCWs 71.05, 71.34 and 70.96A, assessment and evaluation for on going involuntary mental health treatment, complete legal paperwork and set up hearings for persons admitted involuntarily to Lourdes Counseling Center - regardless of county of residence, provide legal testimony at hearings and monitor compliance and stability of ongoing Less Restrictive Alternate placements.

**3) Hospital Pre-Certification/ Consultation/Assessment Services -**

Pre-Certification and Consultation services available at any time, GAU and other non emergent assessments are generally scheduled for day shift. CDMHPs serve a Pre-Certification function for publically funded clients seeking voluntary psychiatric hospitalization. Generally ITA criteria of danger to self, others or grave disability due to a mental disorder are used to determine appropriateness of admission. Contested pre-certifications or extensions of inpatient bed days are referred to Dr. Lippmann for resolution. CRU staff provides telephone and face to face consultation to other practitioners, family members and concerned community members regarding specific consumers, behaviors, symptoms or therapeutic approaches. Trainings in a broad range of mental health related topics are offered to interested professionals and community members on a regular basis.

**Involuntary Treatment Acts of Washington State:**

The CRU is directly involved with the implementation of three involuntary treatment laws (RCWs 71.05, 71.34 and 70.96A) and indirectly with another (RCW 10.77).

**RCW 71.05 - The primary law for Involuntary Treatment of Adults age 18+ with acute presentation of mental dysfunction. The law states that:**

A person may be detained when, as a result of a mental disorder or dysfunction the person represents an **imminent likelihood of serious harm** as defined:

- 1) **Danger to self...** threats, or attempts to commit suicide or having inflicted harm upon his or her own person,
- 2) **Danger to Others...** physical harm being inflicted upon another or placing another in reasonable fear of such harm
- 3) **Danger to Property...** substantial loss or damage to the property of another

Persons may also be detained on ground of **Grave Disability** when, as a result of a mental disorder the person is:

- 1) Is in danger of serious physical harm resulting from **failure to provide for their essential human needs of health and safety.**
- 2) Manifests severe deterioration in routine functioning evidenced by repeated and **escalating loss of cognitive and volitional control** over their actions and is not receiving such care as is essential for their safety.

**71.05 Time Periods:**

Initial Detention period is **72 hours**, excluding weekends and holidays.

**14 Day** holds can be granted by judicial order and count as calendar days

**90 Day Intensive** treatment periods can be court ordered as can **90 Day Less Restrictive Alternative (LRA)** placements.

**180 Day Intensive** treatment periods and **180 Day Less Restrictive Alternatives** can be court ordered. Further involuntary treatment on either inpatient or LRA basis can be court ordered in 180 day increments.

**71.05 Process:**

**CDMHP receives information** that a person, as a result of mental disorder, represents a danger to self, others or is gravely disabled. If the CDMHP finds the information to be credible they have **up to 12 hours to make contact** with the individual. The CDMHP has **6 hours to respond to an ER** if the person has been brought in by a police officer. CRU attempts to respond to all calls rapidly and hold to a **2 hour response if at all possible**.

If the CDMHP finds the information to be accurate, **they attempt to resolve the issues in the least restrictive manner possible**.

If unable to effectively de-escalate the situation or divert into non hospital resources **the person is offered voluntary admission** to an appropriate treatment facility.

If the **person refuses voluntary admission** and no less restrictive alternative is available then a **72 hour involuntary treatment hold is initiated**.

If not already there, the person is transported to ER for **medical clearance**, (Blood alcohol levels, toxicology screen, lab work as appropriate and general medical assessment).

Once medically cleared, **appropriate inpatient or detox facilities are contacted** until person is accepted.

Transportation, generally by ambulance, is arranged and **person is taken to admitting facility**.

Once admitted **the person is further evaluated** by treatment staff and appropriately qualified medical personnel.

If treatment beyond the initial 72 hours is necessary and the person refuses to voluntarily consent then **probable cause hearing is scheduled**.

If the court concurs with treatment recommendations the **person can be held for up to 14 calendar days for further treatment**. They may be released at any time the treatment team feels they are sufficiently stable.

If at the end of the 14 day time period the person remains in need of inpatient treatment or the treatment staff feels they would benefit from longer term court ordered outpatient care they can petition the court for **90 days of treatment either on an intensive inpatient basis or LRA outpatient basis**.

At the end of the 90 day intensive or LRA period the court can be petitioned to **grant a further 180 day intensive or LRA treatment period**. The hold can be renewed as necessary for extended 180 day time periods.

**RCW 71.34 The Children's ITA law – valid from ages 13 – 17.**

**Process:** The law works in the same way as 71.05 with the exception of the commitment time periods. They have the same 72 hour and 14 day process but **go directly from a 14 day hold to a 180 hold skipping the 90 day period.** Children under the age of 13 can be admitted against their will, to a facility willing to accept them, at the request of their parent or guardian. If the child is publically funded they will go through a pre-certification interview to determine medical necessity for hospitalization.

**RCW 70.96A - Treatment for Alcoholism, Intoxication and Drug Addiction.**

**Process:** CDMHPs are involved in the emergent process under this law. The law states that **"a person who appears to be incapacitated or gravely disabled by alcohol or other drugs and who is in a public place or who has threatened, attempted, or inflicted physical harm on himself, herself or another, shall be taken into protective custody by a peace officer or staff designated by the county and as soon as practical, but in no event beyond 8 hours, brought to an approved treatment facility"**. After evaluation and determination that alcohol or other substance is the primary or major factor **the person can be held involuntarily for 72 hours, excluding weekends and holidays, at a detox facility.**

**RCW 10.77 – Criminally Insane**

**Process:** Persons who have committed crimes and appear to be mentally ill have competency evaluations performed by staff from the State Hospital system forensic unit. **If the person is found not to be competent to stand trial and has not committed a felony the person can be referred to the CDMHP for evaluation for possible detention under RCW 71.05 as appropriate.**

## Benton / Franklin CRU Statistical Comparison 1-04/6-04 and 1-05/6-05

	04		05		% change
	Total 6 months	Monthly Ave	Total 6 months	Monthly Ave	
Screenings (f/f)	416	69	363	60.5	- 14%
Revocations (Of LRA status)	22	3.6	31	5.2	+ 30%
Hearings	225	37.5	280	46.6	+ 20%
Hearing Evals	366	61	437	73	+ 17%
Crisis Service In	147	24.5	149	24.8	-----
Crisis Service Out	27	4.6	37	6.1	+ 28%
GAU Evals	49	8	87	14.5	+ 46%
Case Management	960	160	1246	207.6	+ 23%
Investigations	614	102.3	688	114.6	+ 11%
MH Detentions	114	19	131	21.8	+ 13%
( investigations resulting in ITA)	(18.5%)		(19%)		
Detox Detentions	33	5.5	50	9.8	+ 34%
( investigations resulting in ITA)	(5.3%)		(7.2%)		
Phone Crisis Contacts	3580	596.6	3829	638	+ 7%
Medication Service In	360	60	453	75.5	+ 21%
Out	82	16.6	1	-	- 99%
Phone	287	47.8	457	76	+ 38%

*1:5 ratio*



FRANKLIN COUNTY RESOLUTION NO. 2005 460

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: 2005 SURPLUS EQUIPMENT

WHEREAS, pursuant to RCW 36.34.020, a public hearing was held on October 31, 2005, and

WHEREAS, no evidence was provided against the proposed surplus of equipment, and


NOW, THEREFORE, BE IT RESOLVED that the following listed equipment be declared surplus and be sold at public auction at 9:00 a.m., November 5, 2005, at the Southwest corner of SR 395 and Eltopia West Road in Eltopia, Washington:


	<u>Description</u>	<u>Serial #</u>
CS-2015	2000 Crown Victoria (Sheriff)	2FAFP71WXYX202655

APPROVED this 31 day of October, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 2005 461

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: LOCAL AGENCY AGREEMENT SUPPLEMENT BETWEEN FRANKLIN  
COUNTY AND WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached supplemental agreement as being in the best interest of Franklin County, and

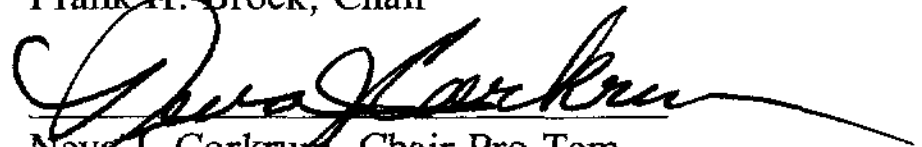
NOW, THEREFORE, BE IT RESOLVED that the attached supplemental agreement between Franklin County and Washington State Department of Transportation, is hereby approved by the Board.

APPROVED this 31 day of October, 2005.

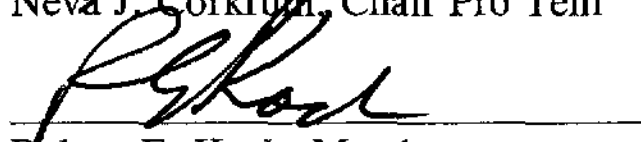
Approved:



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:

  
Clerk of the Board

Clerk's Note: Resolution 2005-461 was rescinded by Resolution 2005-513.



Washington State  
Department of Transportation

# Local Agency Agreement Supplement

Agency Franklin County Public Works		Supplement Number 1
Federal Aid Project Number BROS-2011(024)	Agreement Number LA 5838	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on February 4, 2005

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

## Project Description

Name CRP 582 / Dilling Lane Bridge #216-0.56 Length 0.20 Miles

Termini Milepost 0.46 to Milepost 0.66

Description of Work ☒ No Change

## Reason for Supplement

To request additional funding for Preliminary Engineering, due to increased work that resulted from additional requirements by the South Columbia Basin Irrigation District and the Bureau of Reclamation.

To request funding for Construction.

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio for PE	a. Agency	15,000.00	17,000.00	32,000.00	0.00	32,000.00
	b. Other Consultant	35,000.00		35,000.00	0.00	35,000.00
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	50,000.00	17,000.00	67,000.00		67,000.00
Right of Way 100 % Federal Aid Participation Ratio for RW	f. Agency	2,500.00		2,500.00	0.00	2,500.00
	g. Other					
	h. Other					
	i. State	500.00		500.00	0.00	500.00
	j. Total R/W Cost Estimate (f+g+h+i)	3,000.00		3,000.00		3,000.00
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		245,000.00	245,000.00	0.00	245,000.00
	l. Other S.C.B.I.D.		4,000.00	4,000.00	0.00	4,000.00
	m. Other					
	n. Other					
	o. Agency		36,800.00	36,800.00	0.00	36,800.00
	p. State		12,300.00	12,300.00	0.00	12,300.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		298,100.00	298,100.00		298,100.00
r. Total Project Cost Estimate (e+j+q)		53,000.00	315,100.00	368,100.00		368,100.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

Frank A. Dorch 10-31-05

By

Title Chair, Franklin County Board of Commissioner

Assistant Secretary for Highways and Local Programs

October 31, 2005

Date Executed

**FRANKLIN COUNTY**  
**RESOLUTION 2005 462**  
**FINAL ORDER OF VACATION**

IN THE MATTER OF VACATION OF A PORTION OF DAVIN ROAD RIGHT-OF-WAY.

**WHEREAS**, it was petitioned to vacate a portion of Davin Road.

**WHEREAS**, it is the intention of the Board of County Commissioners to vacate by Resolution the following described right-of-way:

Beginning at a point on Davin Road starting at the north section line of Section 3, Township 13 N., Range 36 E.W.M. and ending at the terminus of Davin Road in Section 9, Township 13 N., Range 36 E.W.M.

As shown in Exhibit "A"

**WHEREAS**, a public hearing was held on August 31st at 9:45 a.m., 2005 and the Notice of Hearing published and posted according to law, and

**WHEREAS**, said right-of-way is considered useless.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON, that the above-described property be vacated.

**PROVIDED**, the easements be retained for public utilities and service in accordance with RCW 36.87.140.

Dated 31 day of October, 2005.

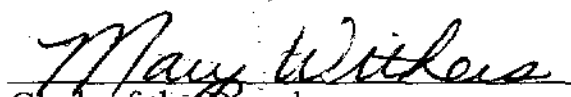
BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

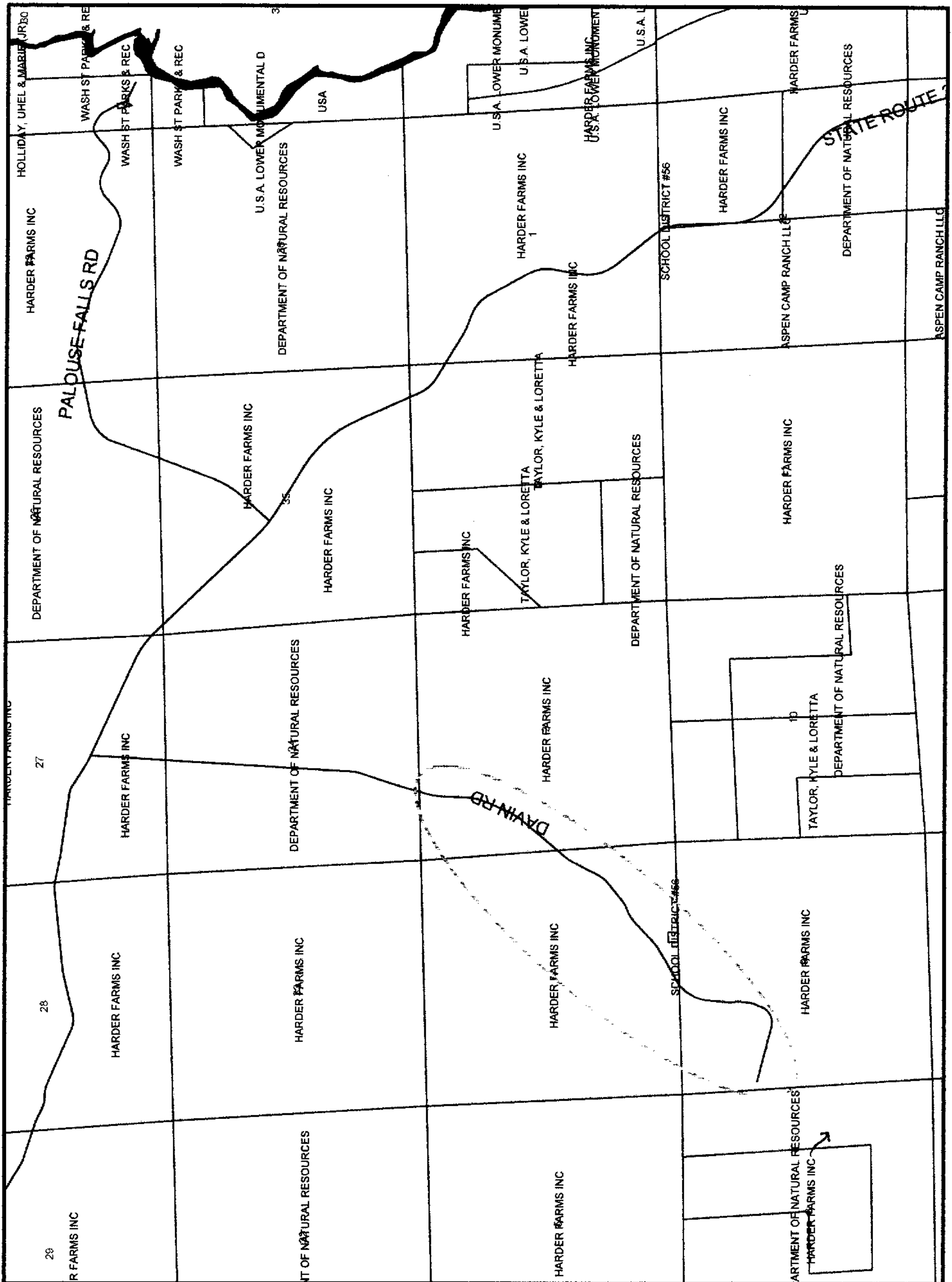
  
Frank H. Brock, Chairperson

  
Nova J. Corkrum, Chair Pro Tem

ATTEST:

  
Robert E. Koch, Member

  
Clerk of the Board



**EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor(s), **Harder Farms, Inc** hereby grants and conveys to the Grantee(s), **Franklin County**, their successors and assigns, the right, privilege and authority to construct, improve, repair and maintain an Easement for a cul-de-sac turn around across, over and upon of the following land, located in Franklin County, State of Washington, to-wit:

**All that portion of the hereinafter described land lying within an area described as starting at Mile Post 1.34 on Davin Road; thence southerly along the centerline of Davin Road to Mile Post 1.36 on Davin Road; the width of said area is 80 foot from the westerly edge of Davin Road to the east edge of cul-de-sac.**

This easement is being created as a result of the vacation of a portion of Davin Road that was approved by the Franklin County Commissioners in October 2005.

The Grantor(s) shall make no use of the land occupied by said Public Easement. In exercising the rights herein granted, the Grantee(s), their successors and assigns, may pass and repass over said Public Easement and may cut and remove brush, trees and other obstructions which in the opinion of the Grantee(s) interfere(s) with the maintained cul-de-sac.

"The Grantor(s) acknowledge that the property and property rights herein conveyed are a donation; that the consideration is the mutual benefit to be derived; and that the Grantor(s) have been informed of their right to receive just compensation and have waived said rights."

The Grantor(s) shall make no use of the land occupied by said Easement except by permit of the County.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

Dated OCTOBER 25, 2005

Harder Farms, Inc.

Harder Farms Inc

By:

Wm Geo. Harder

STATE OF WASHINGTON )

) SS.

County of Adams )

On this day of personally appeared before me Wm. Geo. Harder, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.


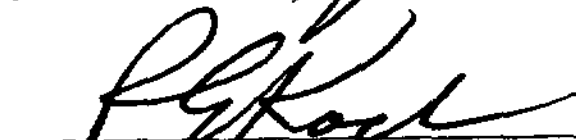
GIVEN under my hand and official seal this 25<sup>th</sup> day of October, 2005.

Chris Klein  
Notary Public in and for the State of Washington

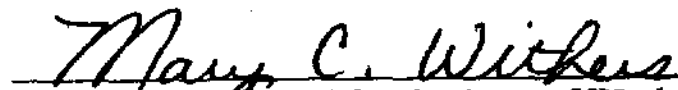
Residing at: Washburne

My Appointment expired: 8-4-08

## EASEMENT

DATED this 31 day of October, 2005BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON  
Frank H. Brock, Chairperson  
Neva J. Corkrum, Chair Pro Tem  
Robert E. Koch, MemberSTATE OF WASHINGTON )  
County of Franklin ) ss.

On this day, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank Brock, Neva J. Corkrum and Robert E. Koch, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 31 day of October, 2005.  
Notary Public in and for the State of Washington  
residing at E/Topia



**FRANKLIN COUNTY RESOLUTION NO. 2005 463**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: CHANGE ORDER NUMBER 12 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE**

**WHEREAS**, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2004-320 on July 7, 2004 for the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse in the amount of \$9,029,900; and

**WHEREAS**, the Board approved Franklin County Resolution Number 2004-321 on July 7, 2004 for Change Order #1 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) deducting seven items from the original contract totaling \$218,313.27 for a new total of \$8,811,586.73; and

**WHEREAS**, the Board approved Resolution Number 2004-458 on October 11, 2004 for Change Order #2 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$100,828.38 (deducting two items from the original contract in the amount of \$15,432.75 and adding four items in the amount of \$116,261.13) for a new total of \$8,912,415.11; and

**WHEREAS**, the Board approved Resolution Number 2004-604 on December 20, 2004 for Change Order #3 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) adding one item in the amount of \$23,779.43 for a new total of \$8,936,194.54; and

**WHEREAS**, the Board approved Resolution Number 2005-067 on January 31, 2005 for Change Order #4 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$65,418.62 for a new total \$9,001,613.16; and

**WHEREAS**, the Board approved Resolution Number 2005-101 on February 28, 2005 for Change Order #5 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a credit amount of \$16,374.96 for a new total \$8,985,238.2; and

**WHEREAS**, the Board approved Resolution Number 2005-144 on April 4, 2005 for Change Order #6 in the amount of \$87,837.80 and Change Order #7 in the amount of \$9,364.70 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for change orders totaling \$97,202.50 for a new contract total of \$9,082,440.70; and

2005 463

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**  
**Page 2**

**WHEREAS**, the Board approved Resolution Number 2005-226 on June 1, 2005 for Change Orders #8 in the amount of \$26,115.46 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,108,556.16; and

**WHEREAS**, the Board approved Resolution Number 2005-335 on August 15, 2005 for Change Order #9 (Revised) in the amount of \$245,038.50 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,353,594.66; and

**WHEREAS**, the Board approved Resolution Number 2005-370 on September 7, 2005 for Change Order #10 in the amount of \$32,701.19 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,386,295.85;; and

**WHEREAS**, the Board approved Resolution Number 2005-442 on October 19, 2005 for Change Order #11 in the amount of \$113,798.39 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,500,094.24; and

**WHEREAS**, CKJT Architects provided Change Order #12 dated October 20, 2005, to the County Administrator to present to the Board of Commissioners for approval; and

**WHEREAS**, the Change Order Number 12 addresses one item in the amount of \$9,059.30 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 12, amending the contract total to \$9,509,153.54; and

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Change Order Number 12 to the original Agreement between Franklin County and Lydig Construction.

FRANKLIN COUNTY RESOLUTION NO. 2005 463  
Page 3

**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement Change Order on behalf of the Board.

**APPROVED** this 31st day of October 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor - CKJT - Lydig Construction

cc: Minutes - County Administrator

**AIA® Document G701™ – 2001****RECEIVED****OCT 21 2005****CLYDE****Change Order**

<b>PROJECT (Name and address):</b> Franklin County Courthouse Historic Restoration & Improvements 1016 North Fourth Avenue Pasco, Washington 99301	<b>CHANGE ORDER NUMBER:</b> 012 <b>DATE:</b> October 20, 2005	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Lydig Construction Inc. 11001 East Montgomery Dr. Spokane, Washington 99206	<b>ARCHITECT'S PROJECT NUMBER:</b> 0302 <b>CONTRACT DATE:</b> July 07, 2004 <b>CONTRACT FOR:</b> General Construction	

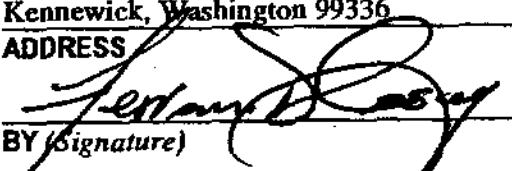
**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

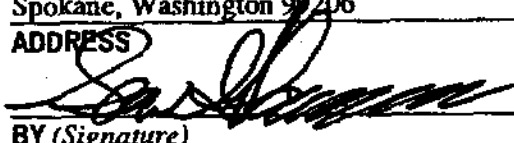
The original Contract Sum was	\$ 9,029,900.00
The net change by previously authorized Change Orders	\$ 470,194.24
The Contract Sum prior to this Change Order was	\$ 9,500,094.24
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,059.30
The new Contract Sum including this Change Order will be	\$ 9,509,153.54

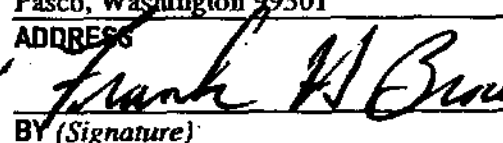
The Contract Time will be increased by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

**CKJT Architects**  
**ARCHITECT (Firm name)**  
128 Vista Way  
Kennewick, Washington 99336  
**ADDRESS**  
  
**BY (Signature)**  
Terrance D. Casey  
**(Typed name)**  
10.19.05  
**DATE**

**Lydig Construction Inc.**  
**CONTRACTOR (Firm name)**  
11001 East Montgomery Dr.  
Spokane, Washington 99206  
**ADDRESS**  
  
**BY (Signature)**  
Sean Glaesemann  
**(Typed name)**  
10/29/05  
**DATE**

**Franklin County**  
**OWNER (Firm name)**  
1016 N. Fourth Ave.  
Pasco, Washington 99301  
**ADDRESS**  
  
**BY (Signature)**  
Frank H. Brock  
**(Typed name)**  
10/31/05  
**DATE**

CKJT ARCHITECTS  
OCTOBER 20, 2005

## Franklin County Courthouse Change Order No. 12

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Item No. 1

Per Discussions with the Owner on October 19, 2005 and per  
Lydig Construction, Inc.'s PCO-059 dated April 12, 2005; for  
T-bar mullions at Historic Courtroom oval lay light.

Add \$ 8,365.00

Subtotal = \$ 8,365.00

Tax = \$ 694.30

**Total Change** = \$ 9,059.30

-End-



# Potential Change Order 059

Detailed, Grouped by Each Number - Portrait

Franklin County Courthouse  
1016 N. Fourth Ave.  
Pasco, WA 99301

Project # 998  
Tel: 509-547-0588 Fax: 509-547-5092

Lydig Construction, Inc.

PCO #: 059 Add T-Bar Steel at courtroom skylight added per design session 4/12/2005

Category	Reason	Reference
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Change Order	Architect Directive	
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## Notes

This T-Bar was added per the design session with Cardwell Architects and Reflection Studio's.

## Summary:

### Requested Days:

0

## Itemized Details:

General Description	Proposed
Reflection Studio's - Supply and install T-Bar mullions in courtroom skylight.	6,920
CSS Painting - Paint T-Bar mullions at courtroom ceiling glass	500
0.00% Commission	742
1.00% Insurance Markup	82
1.00% Bond Markup	82
0.471% B&O Tax	39

Amount Proposed

8,365

APPROVED IN TELCON w/OWNER  
OCTOBER 19, 2005  
Brian G. Johnson - CKUT

4/12/05

TO: Sean Glaesemann  
Lydig Construction

509-555-6622

From: Allen Drage  
Reflection Studios

Fax 510-658-6138

cel: 415-215-2972

Request for Change Order(s)

1. Rush charge for completion  
of Dome installation by 4/19/05

\$7,500-

2. Supply and install T bar  
unions (steel) in Oval Laylight.  
These will be supplied shop  
primed only - Rustoleum gloss  
charcoal gray (same as all  
bar reinforcing bars)

\$6,920