

KITTITAS COUNTY PROBATION SERVICES

Administrator William D. Holmes

JUVENILE DEPARTMENT

205 West Fifth, Room #211, Ellensburg, WA 98926

(509) 962-7516 Fax (509) 962-7667

e-mail: juvenile@co.kittitas.wa.ua

January 5, 2012

Norman W. Redberg, Director
Alcohol Drug Dependency Service
507 Nanum St. Rm. 111
Ellensburg, WA 98926

Letter of Agreement

Dear Mr. Redberg:

This letter is to document our agreements as established regarding participation in the Kittitas County Probation Services – Juvenile Department's CDDA program component of our JRA Consolidated Contract for the period of July 1, 2011 to June 30, 2013 with and between Alcohol Drug Dependency Service (ADDS).

As the outpatient provider of youth services for the Division of Behavioral Health and Recovery (DBHR) in Kittitas County, Alcohol Drug Dependency Service will provide the following:

1) Chemical Dependency Assessment: the set of activities conducted on behalf of a new client, for the purpose of determining eligibility, evaluation of treatment needs, making necessary referrals and recommendations and completing forms. The assessment shall include all practices listed in applicable sections of WAC 440-22 or its successor. For the purpose of determining eligibility for CDDA the set of activities will include:

- Utilize a DBHR approved assessment process. Currently the DBHR Adolescent Bio-psychosocial Diagnostic Intake ASAM assessment is preferred. The updated ADAD/K-SADS may also be used. Copies are available upon request. (See enclosed "Attachment A" for additional CDDA Minimum Program Requirements.)

Provisions for implementation of the above include:

- The Juvenile Probation Counselor will specifically request the referral as a CDDA Assessment and make notation that a CDDA disposition is being considered for each youth referred for the CDDA Assessment.
- The total number of referrals for assessment will be no more than 5 per year.

2) Chemical Dependency Outpatient Treatment for Title XIX/CDDA youth:

Treatment services provided will conform to the standards set by the state and will follow the schedule for reimbursement based on the schedule attached.

(See attachment B: CDDA Assessment/Out- Patient Costs FY12 & FY13)

Provisions for billing through your agency for the reimbursement for services for the Title XIX youth will be followed. Our CDDA contract has set aside an amount of \$500.00 to be matched with \$500.00 from Title XIX for purposes of this billing system.

It is also agreed that the Alcohol Drug Dependency Service agency will submit monthly documentation including the name of the youth, the services provided and treatment level (Intensive or Phase I, II or Pre-treatment) and dates of service provided. Upon receipt of the invoice, our agency will respond with prompt reimbursement requests under the CDDA contract to the maximum allowed.

Reimbursement Rates will be as follows:

CDDA Assessment - \$115.17 (FY 12-13) per each assessment referral.

Outpatient Treatment with CDDA Title XIX Youth - Up to \$500.00 set aside in contract.

Currently our CDDA portion of the contract has designated limits on the use of funds for Assessment, Outpatient Treatment for Locally Sanctioned Youth and for Committable Youth. In order to provide maximum utilization of service dollars, we hope to use all these funds as designated and then avail other resources for youth needing services.

Additionally you will find the following items attached for your review and acknowledgement of requirements related to response to situation of sexual misconduct and reporting criminal convictions:

1. JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, (Attachment 1 and 2) and
2. Acknowledgement of Requirements to Report Criminal Convictions Form, (Attachment 3 and 4).

GENERAL PROVISIONS:

Independent Contractor:

1. For purposes of this Agreement, the Alcohol Drug Dependency ("ADDs") acknowledges that ADDS is not an officer, employee, or agent of Kittitas County or the State of Washington. ADDS shall not hold out themselves or any of ADDS's employees as, nor claim status as, an officer, employee, or agent of the State of Washington or Kittitas County. ADDS shall not claim for themselves or ADDS's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County.
2. ADDS shall indemnify and hold harmless Kittitas County from all obligations to pay or withhold federal or state taxes or contributions on behalf of ADDS or ADDS's employees.

Workers Compensation:

ADDs shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of ADDs. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, ADDs waives all rights of subrogation against Kittitas County for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

Survivability: The terms and conditions contained in the Agreement, which by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Indemnification, Inspection, Maintenance of Records, Ownership of Material, Termination for Default and Termination Procedure.

Termination Due to Change in Funding: If the funds upon which Kittitas County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, Kittitas County may immediately terminate this Agreement by providing written notice to ADDs. The termination shall be effective on the date specified in the notice of termination.

Termination for Convenience: Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar days' written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. ADDs shall assist in the orderly transfer/transition of the patients served under this Agreement.

Termination for Default:

1. **ADDs Failure to Perform:** Kittitas County may terminate this Agreement for default, in whole or in part, by written notice to ADDs, if Kittitas County has a reasonable basis to believe that ADDs has: failed to meet or maintain any requirement for contracting with the County; failed to perform under any provision of the Agreement; failed to ensure the health or safety of any juvenile for whom services are being provided under the Agreement; violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or otherwise breached any provision or condition of the Agreement.
2. **Notification to ADDs:** Before Kittitas County may terminate the Agreement for default, the County shall provide ADDs with written notice of ADDs's noncompliance with the Agreement and provide ADDs a reasonable opportunity to correct ADDs's noncompliance. If ADDs does not correct ADDs's noncompliance within the period of time specified in the written notice of noncompliance, Kittitas County may then terminate the Agreement. However, Kittitas County may terminate the Agreement for default without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a juvenile's health or safety is in jeopardy, or

if ADDS has violated any law, regulation, rule, or ordinance applicable to the services provided under the Agreement.

3. **County Failure to Perform:** ADDS may terminate this Agreement for default, in whole or in part, by written notice to Kittitas County, if ADDS has a reasonable basis to believe that the County has: failed to meet or maintain any requirement for contracting with ADDS; failed to perform under any provision of the Agreement; violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or otherwise breached any provision or condition of the Agreement.
4. **Notification to County:** Before ADDS may terminate the Agreement for default, ADDS shall provide Kittitas County with written notice of the County's noncompliance with the Agreement and provide Kittitas County a reasonable opportunity to correct the County's noncompliance. If Kittitas County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, ADDS may then terminate the Agreement.

Termination Procedure: The following provisions apply in the event this Agreement is terminated:

1. **Cease Performance:** ADDS shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of patients, distribution of property, and termination of services.
2. **Delivery of Assets:** ADDS shall immediately deliver to Kittitas County Juvenile Probation Department's contact person (or to his or her successor) listed below, all County assets (property) in ADDS's possession, including any material created under the Agreement. Upon failure to return County property within ten (10) working days of the Agreement termination, ADDS shall be charged with all reasonable costs of recovery, including transportation. ADDS shall protect and preserve any property of Kittitas County that is in the possession of ADDS pending return to the County. Nothing in this paragraph shall limit Kittitas County's rights pursuant to this Agreement or law, nor shall limit the County's remedies at law.
3. **Payment of Services:** Kittitas County shall be liable for and shall pay for only those services authorized and provided through the date of termination. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by Kittitas County.
4. **Final Payment:** If Kittitas County terminates the Agreement for default, the County may withhold a sum from the final payment to ADDS that the County determines to be necessary to protect the County from loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under the Agreement. If it is later determined that ADDS was not in default,

ADDS shall be entitled to all remedies available at law, in equity, or under the Agreement.

Waiver: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the provisions of this Agreement. Only Kittitas County, or its designee, has the authority to waive any term or condition of this Agreement on behalf of the County. The failure of Kittitas County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Severability: The provisions of the Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.

Confidentiality: The parties to this Agreement shall use Personal Information and other information gained only for the purpose of the Agreement. ADDS shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall, to the extent permitted by law, return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

Records Maintenance and Inspection:

1. **Records Maintenance:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, ADDS shall maintain records that are sufficient to:
 - a) document the performance of all acts required by law, regulation, or this Agreement;
 - b) Substantiate ADDS's statement of its organization's structure, tax status capabilities, and performance;
 - c) Demonstrate accounting procedures and practices which sufficiently and properly document ADDS's billings to Kittitas County and all expenditures made by ADDS to perform as required by this Agreement;
 - d) Ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
 - e) Ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by ADDS.
2. **Right of Inspection:** ADDS shall give access to its facilities and records to Kittitas County, its officers, employees or agents, and to any other authorized officer, employee or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine

December 28, 2011

ADDs's performance and financial records and perform other activities to determine ADDs's compliance with the terms of this Agreement. Kittitas County shall give ADDs reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to ADDs's place(s) of business.

- 3. Notice of Inspections:** ADDs shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide Kittitas County with copies of any written reports of such inspections, audits, accreditation or program reviews.

Indemnification: ADDs agrees to and shall defend, indemnify and hold harmless Kittitas County, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of ADDs, its subcontractors, its officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Kittitas County by reason of entering into this agreement, except as expressly provided herein.

Regulations: This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein.


This Agreement embodies the entire Agreement between Kittitas County and ADDs, and supersedes any and all prior agreements, regarding the work described above. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

Your signature below indicates agreement and intent to comply with terms defined above. Please let us know if you have any questions. Please return a signed original agreement and forms to our office and retain a copy for your records.

Sincerely,


William D. Holmes
Juvenile Court Administrator

Signature/Date:


Norman W. Redberg
Director, ADDs

December 28, 2011


Encl: Attachment A and Attachment B, Two Pages & Attachments 1, 2, 3 and 4, Five Pages

KITTITAS COUNTY BOARD OF COUNTY
COMMISSIONERS

By: 
Chairman

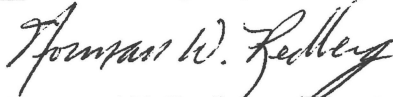
Date: 01-04-12

KITTITAS COUNTY SUPERIOR COURT

By: 
Honorable Scott R. Sparks , Presiding Judge

Date: 12/28/2011

CONTRACTOR:

By: Alcohol Drug Dependency Service

Norman W. Redberg (Director)

509-925-9821

Business Phone Number (Required)

December 28, 2011

Date: 01/09/12

REVIEWED AND APPROVED AS TO FORM:


Jennifer Mullin, Deputy Prosecuting Attorney

Kittitas County

December 28, 2011
Date