

**June 29, 2009**

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
June 22, 2009, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Max E. Benitz, Jr. Chairman  
Commissioner Leo Bowman  
Commissioner James Beaver  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Eric Hsu, OPD; Marianne Ophardt, WSU; DPA Ryan Brown; Treasurer Duane Davidson; Steve Becken, Norm Childress, and Larry Moser, Public Works.

Approval of Minutes

The Minutes of June 15, 2009 were approved as corrected.

Consent Agenda

**MOTION:** Commissioner Bowman moved to approve the consent agenda items "a" through "cc". Commissioner Beaver seconded and upon vote, the Board approved the following:

Auditor

- a. Letter to Washington State Auditor

Commissioners

- b. Letter of Appreciation to the Human Society of the United States

Facilities

- c. Notice of Completion w/Apollo – Heat Pump

Fairgrounds

- d. Contract w/Benton Franklin Mounted Sheriff's Posse
- e. Notice of Completion – Construction & Installation of Main Irrigation Line

Human Services

- f. Services Agreement, #PSA-09/12, w/Ednetics, Inc. for Information Technology Services

Juvenile Justice

- g. Personal Services Contract w/Elmenhurst Counseling, LLC.
- h. Personal Services Contract w/G Larson for Interpreter Services
- i. Personal Services Contract w/M Rudeen for Interpreter Services
- j. Professional Service Agreement w/D Anderson to Include Truancy Provision

- k. Professional Service Agreement w/D Campbell to Include Truancy Provision
- l. Professional Service Agreement w/S Henwood to Include Truancy Provision
- m. Professional Service Agreement w/K Hilde to Include Truancy Provision
- n. Professional Service Agreement w/L Magan to Include Truancy Provision
- o. Professional Service Agreement w/D Mannion to Include Truancy Provision
- p. Professional Service Agreement w/K Moreno to Include Truancy Provision
- q. Professional Service Agreement w/K Oldfield to Include Truancy Provision
- r. Professional Service Agreement w/J Ovens to Include Truancy Provision
- s. Professional Service Agreement w/J Paulsen to Include Truancy Provision
- t. Professional Service Agreement w/M Poland to Include Truancy Provision
- u. Professional Service Agreement w/D Stovern to Include Truancy Provision

Office of Public Defense

- v. Line Item Transfer, Fund No. 0000-101, Dept. 136

Parks

- w. Notice of Completion – Construction of Restroom Addition to Concession Building

Roads/Engineer

- x. Local Agency Agreement Supplement #2 w/DOT – Horse Heaven Vista
- y. Authorization to Proceed to Bid – Pavement Marking 2009
- z. Amendment w/WA State Military Department re Emergency Disaster Assistance Grant
- aa. Award of Card Lock Service for Fuel to Wondrack Distributing, Inc.

Sheriff

- bb. Agreement w/Efficiency, Inc. for Technical Support
- cc. Purchase Authorization w/Norix Group Inc. for Tables & Chairs

The Board briefly recessed, reconvening at 9:05 a.m.

**WSU**

Lauri Sherfey, Director at Franklin County Extension gave an update to the Board on the Franklin County Extension and invited them to attend the 4-H night at a Dust Devils Baseball game.

**2009 JAG Grant Update**

Captain Keane (via/videoconference) said that Benton County and the cities of Kennewick and Richland were applying for a grant to provide technology upgrades and Benton County's share would be \$8,832.00. Captain Keane said they planned to purchase a laptop for a detective, and five additional tasers.

**MOTION:** Commissioner Beaver moved to support the 2009 grant application. Commissioner Bowman seconded.

### Discussion

Commissioner Bowman asked whether the laptop would be included in the computer replacement program. Mr. Sparks stated that grant related purchases were not usually put into the replacement program,

Upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:20 a.m.

### Case Management Services Contract

Eric Hsu requested the Board authorize the Office of Public Defense to purchase a subscription to a software system that would track case assignments, run statistics, court times, etc. for the attorneys. He said this was a “pay as you go” contract for three years. He said it was currently very affordable with a \$750 startup fee and \$2 per case, which could be paid out of his current budget.

**MOTION:** Commissioner Bowman moved to approve the resolution authorizing the case management software subscription with Justice Works, LLC. Commissioner Beaver seconded and upon vote, the motion carried.

### Benton County Indigent Defense Ordinance

Eric Hsu presented a draft ordinance for Benton County Indigent Defense. He said the ordinance would govern how Benton County provided indigent services. He indicated he had also asked for input from attorneys, judges, and the department directors dealing with indigent defense matters.

The Board made suggested changes to the ordinance and approved it to go to public hearing.

### Roza Traffic Update

Norm Childress and Steve Becken said the Citizen Advisory Committee had selected HDR Engineering as the preferred consultant. Mr. Childress said that HDR presented a draft scope of work and they were asking the Board for concurrence to move forward.

Both Commissioner Beaver and Bowman said they were in support of moving forward with an agreement. Chairman Benitz indicated he was also in support, but would like to include an ending date of October 1 for the project. The Board agreed.

The Board briefly recessed, reconvening at 9:50 a.m.

## Vouchers

Check Date: 05/22/2009  
Warrant #: 925472-925724  
Total all funds: \$969,473.52

Check Date: 06/15/2009  
Taxes #: 10109064-10109065  
Total all funds: \$35,357.87

Check Date: 06/15/2009  
Warrant #: 223953-224192  
Total all funds: \$112,224.54

Check Date: 06/19/2009  
Warrant #: 927170-927384  
Total all funds: \$2,091,792.36

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

## Resolutions

- 09-392 Notice of Completion w/Apollo – Heat Pump
- 09-393 Contract w/Benton Franklin Mounted Sheriff's Posse
- 09-394 Notice of Completion – Construction & Installation of Main Irrigation Line
- 09-395 Services Agreement, #PSA-09/12, w/Ednetics, Inc. for Information Technology Services
- 09-396 Personal Services Contract w/Elmenhurst Counseling, LLC.
- 09-397 Personal Services Contract w/G Larson for Interpreter Services
- 09-398 Personal Services Contract w/M Rudeen for Interpreter Services
- 09-399 Professional Service Agreement w/D Anderson to Include Truancy Provision
- 09-400 Professional Service Agreement w/D Campbell to Include Truancy Provision
- 09-401 Professional Service Agreement w/S Henwood to Include Truancy Provision
- 09-402 Professional Service Agreement w/K Hilde to Include Truancy Provision
- 09-403 Professional Service Agreement w/L Magan to Include Truancy Provision
- 09-404 Professional Service Agreement w/D Mannion to Include Truancy Provision
- 09-405 Professional Service Agreement w/K Moreno to Include Truancy Provision
- 09-406 Professional Service Agreement w/K Oldfield to Include Truancy Provision
- 09-407 Professional Service Agreement w/J Ovens to Include Truancy Provision
- 09-408 Professional Service Agreement w/J Paulsen to Include Truancy Provision
- 09-409 Professional Service Agreement w/M Poland to Include Truancy Provision
- 09-410 Professional Service Agreement w/D Stovern to Include Truancy Provision
- 09-411 Line Item Transfer, Fund No. 0000-101, Dept. 136
- 09-412 Notice of Completion – Construction of Restroom Addition to Concession Building
- 09-413 Local Agency Agreement Supplement #2 w/DOT – Horse Heaven Vista

- 09-414 Authorization to Proceed to Bid – Pavement Marking 2009
- 09-415 Amendment w/WA State Military Department re Emergency Disaster Assistance Grant
- 09-416 Award of Card Lock Service for Fuel to Wondrack Distributing, Inc.
- 09-417 Agreement w/Efficiency, Inc. for Technical Support
- 09-418 Purchase Authorization w/Norix Group Inc. for Tables & Chairs
- 09-419 Approving Case Management Software Subscription with Justice Works, LLC

There being no further business before the Board, the meeting adjourned at approximately 9:50 a.m.

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Clerk of the Board

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Chairman

a

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF LEASING A RICOH AFICIO MP4000SP COPIER FROM IKON FOR THE BENTON COUNTY ASSESSOR'S OFFICE.**

**WHEREAS**, the Benton County Assessor's Office would like to enter into a 60 month lease option with IKON for the leasing of a Ricoh Aficio MP4000SP Copier in 2009, as the current lease has expired; and

**WHEREAS**, the Board of County Commissioners will need to approve and sign the Lease/Purchase agreement attached hereto. Attached to the Lease/Purchase Agreement is a copy to the State Contract #30706 (Addendum A) that outlines Special Terms and Conditions of the Contract, a copy of Ricoh's promotional pricing effective through 6/30/2009 (Addendum B) and a Detailed Promotional Pricing Sheet (Addendum C), together, these Addenda outline the fees to be charged to the Benton County Assessor's Office for the lease of the copier; and

**WHEREAS**, the monthly maintenance and lease agreement amount will be \$149.67 including all supplies, except paper, at \$.0066 per black/white copy;

**WHEREAS**, it is the recommendation of the Benton County Assessor's Office that the Board of County Commissioners sign the Lease/Purchase Agreement attached hereto; and

**WHEREAS**, IKON is a vendor under the State Contract #03706 (Addendum A); **NOW THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners is authorized to sign the Lease/Purchase Agreement attached hereto; and

**BE IT FURTHER RESOLVED**, the Washington State Contract No. 03706 (Addendum A) expires April 1, 2011.

Dated this ..... day of ....., 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# LEASE/PURCHASE AGREEMENT

## Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

PURCHASE REFERENCE No. \_\_\_\_\_

This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: IKON Office Solutions, Inc., 4160 6<sup>th</sup> Ave. SE Ste 102, Lacey, WA 98503

VENDOR CODE: (Fed. Tax ID) 23-0334400

VENDOR CONTACT: James Tripp

VENDOR CONTACT PHONE: (360)493-2121

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.  
Single invoice for both operating lease and overages.

SHIP TO:

Benton County Assessor's Office  
620 Market Street  
Prosser, WA 99350

BILL TO:

Benton County Assessor's Office  
P O Box 902  
Prosser, WA 99350-0902

REMIT TO:

IKON Financial Services/IKON Office Solutions/GECITS  
PO Box 650073  
Dallas TX, 75265-0073

### AGREEMENT:

In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #03706.

P.O. DATE: \_\_\_\_\_

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

Line	Model	Description	Term	Unit Price	Total Price
1	Ricoh Aficio MP4000SP	Lease of Ricoh MP4000SP copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per BW image: \$0.0066.	60 Months	\$91.15	\$5,469.00
2	Paper Feed Unit PB3040	Paper feed unit PB3040 (2x500)	60 Months	\$25.20	\$1,512.00
3	SR790 Finisher	1,000 sheet finisher per Washington State Contract #03706.	60 Months	\$10.80	\$648.00
4	File Format Converter Type E	File Format Converter Type E per Washington State Contract #03706	60 Months	\$6.08	\$364.80
5	Fax Option Type 5000	Fax Option Type 5000 per Washington State Contract #03706	60 Months	\$11.58	\$694.80
6	PS Connect	Professional Services Connect	60 Months	\$2.00	\$120.00
7	PS Training Setup	Professional Services Training-Setup	60 Months	\$2.00	\$120.00
8		Left over residual of copies - other	60 Months	\$.86	\$51.60
The term of this Agreement shall be <u>60</u> months: Beg: / / through: / / exp. time:				SUB TOTAL = \$8,980.20 8.3% SALES TAX = \$745.36 TOTAL ORDER = \$9,725.56	

This Lease/Purchase Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Addendum A).

Vendor's signature on this Lease/Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:  
1. The State of Washington Contract No. 03706  
2. This Lease/Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Harriet Mercer, Benton County Assessor's Office

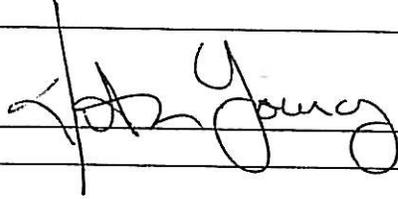
Title: Chief Deputy

Address: 620 Market Street, P O Box 902, Prosser, WA. 99350-0902

Phone: (509) 786-2046 ext. 5691

Fax: (509) 786-5657

Approved as to Form  
(Deputy Prosecutor):



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Constituting the Board  
of County Commissioners  
of Benton County (Clerk): \_\_\_\_\_

ADDENDUM A

## State of Washington Current Contract Information

Effective Date: April 2, 2009

Contract Number:	03706 (Replaces 05899 and 07903)	Commodity Code:	3611
Contract Title:	Multifunctional Document Devices, Standalone and Networked		
Purpose:	Ricoh extended its price promotion until <del>May 31</del> <sup>June 30<sup>th</sup></sup> , 2009. Copier Contract extended with Xerox, Ricoh, Konica Minolta and Sharp for 24 months. IKON now operates on the contract as an authorized dealer for Ricoh.		
Term:	April 2, 2009	Through:	April 1, 2011
For Use By:	All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.  A list of WSPC members is available on the Internet at: <a href="https://fortress.wa.gov/ga/inet/servlet/PCA CoopListSv">https://fortress.wa.gov/ga/inet/servlet/PCA CoopListSv</a>		
Scope of Contract:	This contract is awarded to MULTIPLE contractors.		
Contractors:	1. <u>Konica Minolta Business Solutions USA, Inc.</u> 2. <u>Ricoh Corporation</u> 3. <u>Sharp Electronics Corporation</u> 4. <u>Xerox Corporation</u>	Page 5 Page 8 Page 11 Page 13	
Related Contracts:	08101 Mail Equipment, 00902 Fax Machines		
Term Worth:	\$45,000,000/2 years		
Current Participation:	\$0 MBE MBE 0%	\$0 WBE WBE 0%	\$45,000,000 OTHER OTHER 100%
			\$0 EXEMPT EXEMPT_0%

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the number(s) listed below.

Contract Administrator:	Keith Armstrong
Phone Number:	(360) 902-7420
Fax Number:	(360) 586-2426
E-mail:	<a href="mailto:karmstr@ga.wa.gov">karmstr@ga.wa.gov</a>

Visit our Internet site at: <http://www.ga.wa.gov/purchase.htm>

Washington State Department of General Administration  
Office of State Procurement, PO Box 41017, Olympia WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400 or TDD (360) 664-3799.

Addendum A

ADDENDUM B

Ricoh / State of Washington - Promo Pricing

This promotion is effective through May 31st, 2009 and is available only to State of Washington contract users.

*extended through June 30th, 2009  
A.T.*

**Ricoh Aficio MP2550 (25 CPM)**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh Aficio MP 2550B	\$ 1,881.90	\$ 53.10	\$ 44.10	\$ 37.80	\$ 0.0085
ARDF DF3030 (50 Sheet)	\$ 420.30	\$ 14.40	\$ 11.70	\$ 9.90	
SR790 1,000 Sheet Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3020	\$ -	\$ -	\$ -	\$ -	
FAC 38 Cabinet	\$ 65.70	\$ 2.70	\$ 1.80	\$ 1.80	
Printer Scanner Unit type 3350	\$ 496.80	\$ 17.10	\$ 13.50	\$ 11.70	
<b>Total</b>	<b>\$ 3,421.80</b>	<b>\$ 102.60</b>	<b>\$ 89.70</b>	<b>\$ 72.00</b>	

**Ricoh Aficio MP3550 (35 CPM)**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh Aficio MP 3550SP	\$ 3,432.60	\$ 99.90	\$ 81.90	\$ 71.10	\$ 0.0065
ARDF DF3030 (50 Sheet)	\$ -	\$ -	\$ -	\$ -	
SR790 1,000 Sheet Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3020	\$ -	\$ -	\$ -	\$ -	
FAC 38 Cabinet	\$ 65.70	\$ 2.70	\$ 1.80	\$ 1.80	
<b>Total</b>	<b>\$ 4,055.40</b>	<b>\$ 117.90</b>	<b>\$ 96.30</b>	<b>\$ 83.70</b>	

**MP 4000B**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh Aficio MP 4000B	\$ 3,420.00	\$ 96.30	\$ 80.10	\$ 68.40	\$ 0.0065
SR970 Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3030	\$ -	\$ -	\$ -	\$ -	
Paperfeed Unit PB3040 (2 x 500)	\$ 1,069.20	\$ 36.90	\$ 29.70	\$ 25.20	
Printer/Scanner Unit Type 5000	\$ 496.80	\$ 17.10	\$ 13.50	\$ 11.70	
<b>Total</b>	<b>\$ 5,543.10</b>	<b>\$ 165.60</b>	<b>\$ 135.90</b>	<b>\$ 116.10</b>	

**Aficio MP 6000**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh Aficio MP 6000	\$ 6,966.90	\$ 189.00	\$ 155.70	\$ 131.40	\$ 0.005
SR970 Finisher	\$ 980.10	\$ 27.00	\$ 21.60	\$ 18.90	
Printer/Scanner Unit Type 8000	\$ 1,092.60	\$ 29.70	\$ 24.30	\$ 20.70	
<b>Total</b>	<b>\$ 9,039.60</b>	<b>\$ 245.70</b>	<b>\$ 201.60</b>	<b>\$ 171.00</b>	

**Ricoh MP C3500SPF**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh MP C3500SPF	\$ 5,506.20	\$ 154.80	\$ 128.70	\$ 94.50	\$ 0.065
PB3000 2 Tray Paper Bank	\$ 666.00	\$ 19.24	\$ 15.41	\$ 13.29	
SR790 1,000 Sheet Finisher	\$ 747.00	\$ 21.60	\$ 17.30	\$ 14.92	
Bridge Unit BU3000	\$ 104.00	\$ 2.70	\$ 2.16	\$ 1.86	
<b>Total</b>	<b>\$ 7,023.20</b>	<b>\$ 198.34</b>	<b>\$ 163.57</b>	<b>\$ 124.57</b>	

**Ricoh MPC4500SPF**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh MP C4500SPF	\$ 7,517.00	\$ 217.24	\$ 174.02	\$ 150.04	\$ 0.040
PB3000 2 Tray Paper Bank	\$ 666.00	\$ 19.24	\$ 15.41	\$ 13.29	
SR790 1,000 Sheet Finisher	\$ 747.00	\$ 21.60	\$ 17.30	\$ 14.92	
Bridge Unit BU3000	\$ 104.00	\$ 2.70	\$ 2.16	\$ 1.86	
<b>Total</b>	<b>\$ 9,034.00</b>	<b>\$ 260.78</b>	<b>\$ 208.89</b>	<b>\$ 180.21</b>	

**Ricoh Pro 906EX (90 CPM)**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Pro 906EX	\$ 10,199.70	\$ 276.30	\$ 228.60	\$ 192.60	\$ 0.0041
Finisher SR5000	\$ 2,999.70	\$ 45.90	\$ 37.80	\$ 56.70	
2/3 Hole - PU5000 Punch Unit	\$ 506.70	\$ 13.50	\$ 11.70	\$ 9.90	
Ricoh Printer/Scanner Unit Type 1356	\$ 1,677.60	\$ 45.90	\$ 37.80	\$ 31.50	
LCIT RT5000 (LT LCT) - 8.5 x 11	\$ 866.70	\$ 23.40	\$ 19.80	\$ 16.20	
<b>Total</b>	<b>\$ 16,250.40</b>	<b>\$ 405.00</b>	<b>\$ 335.70</b>	<b>\$ 306.90</b>	

**Ricoh 161SPF**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
161 SPF	\$ 956.70	\$ 26.10	\$ 21.60	\$ 18.00	\$ 0.0085
Cabinet	\$ 69.30	\$ 1.80	\$ 1.80	\$ 0.90	
<b>Total</b>	<b>\$ 1,026.00</b>	<b>\$ 27.90</b>	<b>\$ 23.40</b>	<b>\$ 18.90</b>	

**Ricoh MPC 6000 (60 B&W / 55 Color)**

	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
Ricoh MPC 6000	\$ 11,122.22	\$ 313.50	\$ 259.60	\$ 223.30	\$ 0.04
SR4020 Finisher**	\$ 2,024.44	\$ 56.89	\$ 47.17	\$ 40.69	
PU5000 Punch Unit	\$ 330.00	\$ 11.68	\$ 9.17	\$ 7.79	
P/S Unit Type C7500	\$ 776.67	\$ 27.49	\$ 21.51	\$ 18.33	
<b>Total</b>	<b>\$ 14,253.33</b>	<b>\$ 409.56</b>	<b>\$ 337.45</b>	<b>\$ 290.11</b>	

Optional accessories may be added at standard State of Washington prices.

Addendum B

ADDENDUM C

Quantity	Ricoh Equipment	Accessories	Ricoh Reorder Number	Customer Purchase Price	FMV Lease 60 Monthly	Ricoh National
	Prices Per Unit			Price		Per Copy Charge
1	Ricoh MP 4000B**		414374	\$ 3,420.00	\$ -	\$0.0066
	Ricoh MP 4000SP**		414376	\$ 4,566.60	\$ 91.15	\$0.0066
	Ricoh MP 4000SPF**		414377	\$ 5,037.45	\$ -	\$0.0066
	Ricoh MP 5000B**		414375	\$ 4,751.50	\$ -	\$0.0066
	Ricoh MP 5000SP**		414378	\$ 5,495.40	\$ -	\$0.0066
	Ricoh MP 5000SPF**		414379	\$ 5,966.25	\$ -	\$0.0066
1		Paper Feed Unit PB3040 (2x500)	414132	\$ 1,069.20	\$ 25.20	-
		LCIT PB3050 (2,000 Sheets)**	414134	\$ 792.35	\$ -	-
		LCIT RT3000 (1,200 Sheets)	414137	\$ 792.35	\$ -	-
1		SR790 1,000 Sheet Finisher**	412730	\$ 557.10	\$ 10.80	-
		SR3020 2000-Sheet Booklet Finisher**	413323	\$ 2,070.18	\$ -	-
		SR3030 3000-Sheet Finisher**	413325	\$ 1,443.19	\$ -	-
1		Bridge Unit BU3030	414175	\$ -	\$ -	-
		Punch Unit Type 3260	412209	\$ 463.75	\$ -	-
		FAC33 Cabinet	413762	\$ 103.36	\$ -	-
		1 Bln Tray BN3040**	414177	\$ 212.00	\$ -	-
		Key Counter Bracket Type H	412552	\$ 50.35	\$ -	-
1		File Format Converter Type E	414007	\$ 304.75	\$ 6.08	-
		Data Overwrite Security Unit Type I	413955	\$ 212.00	\$ -	-
		Copy Data Security Unit Type F	413985	\$ 357.75	\$ -	-
		Hard Disk Drive Option Type 5000 (40GB)**	413889	\$ 257.05	\$ -	-
		HDD Encryption Unit Type A	414021	\$ 196.10	\$ -	-
		Optional Counter Interface Unit Type A	413012	\$ 31.80	\$ -	-
		Scanner Accessibility Option Type 4045	413054	\$ 844.82	\$ -	-
1		Fax Option Type 5000	414382	\$ 580.35	\$ 11.58	-
		G3 Interface Unit Type 5000	413891	\$ 344.60	\$ -	-
		32MB Memory 400dpi/SAF	001342MIU	\$ 98.05	\$ -	-
		Handset Type 1018**	410781	\$ 34.45	\$ -	-
		Printer/Scanner Unit Type 5000	003263MIU	\$ 498.80	\$ -	-
		PostScript3 Unit Type 5000	413954	\$ 463.75	\$ -	-
		RPCS Printer Unit Type 5000	003262MIU	\$ 241.15	\$ -	-
		Printer Enhance Option Type 5000	413948	\$ 288.85	\$ -	-

- ① Ricoh MP4000SP  
Includes scan/print & 2-500-sheet drawers
- ② 2x500 additional paper drawers
- ③ SR790 1000 sheet staple-sort finisher
- ④ Bridge unit for copier finisher #0
- ⑤ File Format Converter need for scanning
- ⑥ Fax Option 5000
- ⑦ Basic connect
- ⑧ Scan connect & training
- ⑨ Leftover Residue of copies - other

	Scanner Enhance Option Type 5000	413951	\$ 183.38	\$ -	\$ -	
	IEEE802.11g Wireless Type J	414008	\$ 286.20	\$ -	\$ -	
	Bluetooth Interface Type 3245	412866	\$ 190.80	\$ -	\$ -	
	Gigabit Ethernet Board Type A	402547	\$ 172.25	\$ -	\$ -	
	Java VM Card Type F	414004	\$ 74.20	\$ -	\$ -	
	IEEE 1284 Interface Type A	411699	\$ 52.47	\$ -	\$ -	
1	Basic Install	PS-CONND	\$ 100.00	\$ 2.00	\$ -	
1	Additional PS	PS-TRAINING	\$ 100.00	\$ 2.00	\$ -	
1	Upgrade/Buyout	Serial Number	\$ 41.55	\$ 0.86	\$ -	
	Bundled images		\$ 0.0085	\$ -	\$ -	
	ScanStation Suite 3yr XP	003387MIU	\$ 4,684.50	\$ -	\$ -	
	ScanStation Suite 4yr XP	003388MIU	\$ 5,119.20	\$ -	\$ -	
	ScanStation Suite 5yr XP	003389MIU	\$ 5,635.00	\$ -	\$ -	
	ScanStand R-2	003507MIU	\$ 450.00	\$ -	\$ -	
	eCopy Desktop 5pk 3yr	003403MIU	\$ 694.80	\$ -	\$ -	
	eCopy Desktop 5pk 4yr	003404MIU	\$ 774.90	\$ -	\$ -	
	eCopy Desktop 5pk 5yr	003405MIU	\$ 850.50	\$ -	\$ -	
	eCopy Desktop 10pk 3yr	003406MIU	\$ 1,389.60	\$ -	\$ -	
	eCopy Desktop 10pk 4yr	003407MIU	\$ 1,549.80	\$ -	\$ -	
	eCopy Desktop 10pk 5yr	003408MIU	\$ 1,701.00	\$ -	\$ -	
	eCopy Desktop 20pk 3yr	003409MIU	\$ 2,779.20	\$ -	\$ -	
	eCopy Desktop 20pk 4yr	003410MIU	\$ 3,099.60	\$ -	\$ -	
	eCopy Desktop 20pk 5yr	003411MIU	\$ 3,402.00	\$ -	\$ -	
	eCopy Desktop 50pk 3yr	003412MIU	\$ 6,253.20	\$ -	\$ -	
	eCopy Desktop 50pk 4yr	003413MIU	\$ 6,974.10	\$ -	\$ -	
	eCopy Desktop 50pk 5yr	003414MIU	\$ 7,654.50	\$ -	\$ -	
	10 Device Licenses ShareScan OP Embedded	002758MIU	\$ 30,996.00	\$ -	\$ -	
	10 Device Licenses ShareScan OP Embedded	002759MIU	\$ 36,666.00	\$ -	\$ -	
	ScanRouter EX Professional (V3)	002692MIU	\$ 1,620.00	\$ -	\$ -	
	ScanRouter EX Enterprise (V3)	002695MIU	\$ 6,395.50	\$ -	\$ -	
	DeskTopBinder Professional (V3)	002691MIU	\$ 135.00	\$ -	\$ -	
	DeskTopBinder 10-User Package (V3)	002698MIU	\$ 1,080.00	\$ -	\$ -	
	ScanRouter EX Pro/DeskTopBinder Pro Bundl	002178MIU	\$ 1,620.00	\$ -	\$ -	
1			\$ 149.67	\$ -	\$ -	

□

# RESOLUTION

b

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN INTERLOCAL COOPERATION AGREEMENT,

WHEREAS, SB 6122, which was passed during the 2009 legislative session, requires that county auditors, instead of the Secretary of State, will be required to print their own overseas and service voter envelopes and instructions; and

WHEREAS, the Washington State Department of Printing, who has historically printed the envelopes for the Secretary of State's office, has developed a plan to assist participating County Auditor's with the printing of the required overseas and service voter envelopes and instructions, which arrangement is designed to reduce the overall costs of printing for participating counties; and

WHEREAS, the Department of Printing requires an Interlocal Cooperation Agreement to be signed by Benton County prior to providing printing services;

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the INTERLOCAL COOPERATION AGREEMENT between the STATE OF WASHINGTON, DEPARTMENT OF PRINTING, and BENTON COUNTY.

Dated this \_\_\_\_\_ day of June, 2009.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: \_\_\_\_\_  
Clerk of the Board

INTERLOCAL COOPERATION  
AGREEMENT  
BETWEEN

STATE OF WASHINGTON  
DEPARTMENT OF PRINTING

AND THE

BENTON COUNTY

THIS AGREEMENT, entered into under the authority and provisions of 39.34 RCW, is made and entered into by and between the State of Washington Department of Printing, hereinafter referred to as "Printer", and Benton County, hereinafter referred to as "County".

The Printer has printing equipment and provides printing services to state agencies. It is the purpose of this Interlocal Agreement to make available to the County the printing services of the State Printer. It is therefore mutually agreed that:

STATEMENT OF WORK

When requested by the County, the Printer agrees to do printing jobs on their behalf. Each printing job shall be completed on a time schedule mutually agreed to by the Printer and the County for that job. With respect to each request, the Printer shall furnish the necessary personnel and service and otherwise do all things necessary for or incidental to providing the printing services to the County. The Printer has a main print plant located in Tumwater, which provides printing services for large printing jobs, multicolor jobs, and bulk mailings. In addition to the main plant, copy centers are located in Olympia, Lacey, and Tumwater for quick turnaround color and black/white printing requests.

The County shall reimburse the Printer for each printing job at the Printer's established rates, which shall, at a minimum, fully reimburse the Printer for all of the direct and indirect costs incurred by the Printer in performing the requested printing services.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement. The County reserves the right to contract independently for printing services with or without notice being given to Printer.

## PERIOD OF PERFORMANCE

The period of performance of this Agreement will commence on June 8, 2009 and continue until either party decides to terminate this Agreement as provided for below.

## BILLING PROCEDURE

The Printer shall submit invoices upon completion of the printed job. Copy center work will be billed at the end of every month. Payment to the Printer for work completed will be made by warrant within 30 days of receipt of the invoice. Upon termination of the Agreement, any claim for payment not already made shall be submitted within 30 days after the termination date.

## RECORDS MAINTENANCE

The parties to this Agreement shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either party, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The Printer will retain all books, records, documents, and other material relevant to this Agreement for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## AGREEMENT MAINTENANCE

The work described herein shall be performed under the coordination of the Program Manager of each of the parties as provided below, or their successors, who will provide assistance and guidance to the other party necessary for the performance of this Agreement.

## HOLD HARMLESS

The County shall defend, protect and hold harmless the Department of Printing and State of Washington, or any employees thereof, from and against all suits or actions arising from jobs performed by the Printer under this Agreement, which suits or actions allege libel or slander, injury to person or property, violation of a right of confidentiality, or use or reproduction of material of any kind which constitutes an infringement of any copyright, patent trademark or trade name.

## INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties to this Agreement.

## TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## FUNDING CHANGES

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, the Printer may terminate the Agreement under the "Termination" clause, subject to re-negotiation under those new funding limitations and conditions.

## DISPUTES

In the event that the parties are unable to resolve a dispute under this Agreement, either party may request the formation of a three member Dispute Board, or other dispute resolution method agreed to by both parties in writing. If the Dispute Board method is used, then the membership of the board will be appointed as follows: one member by the Printer, and one member by the County, and one member jointly by the parties to this Agreement. The Dispute Board shall evaluate the dispute and make a determination of the dispute with the majority prevailing. The

determination of the Dispute Board, or other dispute resolution method agreed to, shall be binding on the parties hereto.

#### ORDER OF PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable federal and state statutes and regulations;
- b) Statement of work; and
- c) Any other provisions of the Agreement, including materials attached hereto, or incorporated herein by reference.

#### WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

#### SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

#### GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County.

AGREEMENT MANAGEMENT

Your Interlocal Agreement Agency # \_\_\_\_\_

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the Agreement.

The program manager of the County is:  
Delivery Address:  
620 Market St  
Prosser, WA 99350

Benton County  
Att: Stuart Holmes,  
Election Supervisor  
PO Box 470  
Prosser, WA 99350  
(509) 786-5618 telephone  
(509) 786-5528 fax  
91-6001296 Tax ID No.  
Stuart.holmes@co.benton.wa.us

The program manager for the Department of Printing is:  
Mailing address:  
Physical address:

Dan Swisher, Assistant Director  
P.O. Box 798  
Olympia, WA 98507-0798  
7580 New Market St. SW  
Tumwater, WA 98502  
(360) 570-5555 phone  
(360) 586-8831 fax

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

BENTON COUNTY

STATE OF WASHINGTON  
DEPARTMENT OF PRINTING

By: Max E. Benitz, Jr.

By: Dan Swisher

Title: Board of County Commissioners  
Chairman

Title: Assistant Director, Operations

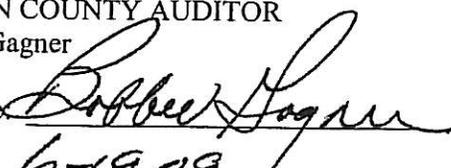
Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

BENTON COUNTY AUDITOR  
Bobbie Gagner

Signature: 

Date: 6-19-09

**From:** Kathleen Galioto  
**To:** Stuart Holmes  
**CC:** Bobbie Gagner; Brenda Chilton  
**Date:** 6/22/2009 3:34 PM  
**Subject:** Re: Interlocal Agreement - Department of Printing

Stuart,

I have reviewed the agreement and approve it as to form.

Thank you. Kathleen

>>> Stuart Holmes 6/12/2009 2:22 PM >>>  
Kathleen,

Good Afternoon. Can you please take a look at this Interlocal Agreement we received from the Washington State Department of Printing? This Interlocal Agreement will allow them to print out Military/Overseas envelopes and set up an account with the Department of Printing. We would like you to review it before we put it on the Commissioners agenda. Considering it is from the State it should not have any surprises but it is always better to be safe than sorry.

Can you please try to get a response by June 23th so that we can get it on the Commissioners agenda for June 29th?

Have a great weekend.

Stuart Holmes  
Election Supervisor  
Benton County Auditor  
PO Box 470  
Prosser WA 99350  
(509)786-5618 or (509)736-3085  
e-mail: [Stuart.Holmes@co.benton.wa.us](mailto:Stuart.Holmes@co.benton.wa.us)

C

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 103

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds  
shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this ..... day of ..... , 20 .....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**EXHIBIT A**

BENTON COUNTY  
LINE ITEM TRANSFERS

Resolution No. \_\_\_\_\_

DEPARTMENT: Board of Equalization

DEPARTMENT NO. 103

FUND NAME: Current Expense

FUND NO. 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1190	Secretary	\$500	514.240	3101	Office Supplies	\$500

EXPLANATION: Need funds for copier toner.

Prepared by: Peggy Brown Date 6.18.09

Approved

Denied

Date \_\_\_\_\_

Chairman

Chairman Pro Tem

Member

d

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CAPITAL PROJECTS FUND NUMBER 0305-101

BE IT RESOLVED, by the Board of Benton County Commissioners, that  
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Commissioners; Auditor; File

IVEY

# BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Capital Projects

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	6412	Capital Outlay Buildings	\$2,000,000	594.280	5132	800 MHZ System Construction	\$2,000,000
TOTAL			\$2,000,000	TOTAL			\$2,000,000

Explanation:

Transfer to appropriate funds per Resolution 09-296 for the Benton County Emergency Services digital 800 MHZ radio system.

Prepared by: Linda Ivey

Date: 18-Jun-2009

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**



AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment with the Department of Corrections, #COCO5508-6	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Corrections would like to add tasks to the scope of work and reporting procedures to the original contract and extend the contract to December 31, 2009.

**SUMMARY**

**Award:** This is a fee for service contract

**Period:** January 1, 2009 through December 31, 2009

**Funding Source:** Washington State Department of Corrections

**RECOMMENDATION**

- Sign the resolution to accept the proposed amendment.
- Approve the proposed agreement by signing all the copies where indicated.

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Washington Department of Corrections. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Amendment #COCO5508-6 and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

Benton County # \_\_\_\_\_

Franklin County # \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF EXECUTION OF A PROGRAM AGREEMENT BETWEEN THE DEPARTMENT OF CORRECTIONS AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #COCO5508-6**

**WHEREAS**, the Department of Human Services provides chemical dependency/co-occurring disorder screenings, intakes, assessments TB testing and treatment to offenders referred by the Department of Corrections (DOC); and

**WHEREAS**, this is a fee for service contract and this amendment is to extend the period of service and to add tasks to the scope of work and reporting procedures; and

**WHEREAS**, the Agreement shall be effective for the period January 1, 2009 through December 31, 2009; NOW THEREFORE,

**BE IT RESOLVED** that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

**BE IT FURTHER RESOLVED** that the Chairman of each Board is hereby authorized to sign the agreement on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . ., 2009

Dated this . . . day of . . . . ., 2009

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Chair Pro-tem

\_\_\_\_\_  
Chair, Pro-tem

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

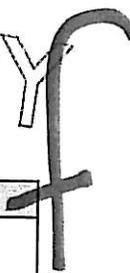
\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Carey

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY 

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/09-DIV-NECC with Nueva Esperanza Counseling Center	<input checked="" type="checkbox"/> Execute Amendment	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

It is the purpose of this Agreement is to provide eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception of granted by the counties.

**SUMMARY**

**Award:** The consideration shall be a maximum of \$217,492.00

**Period:** March 1, 2009 through June 30, 2009

**Funding Source:** Greater Columbia Behavioral Health

**RECOMMENDATION**

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #09/09-DIV-NECC with Nueva Esperanza Counseling Center to provide eight (8) crisis stabilization beds and to authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON:

**IN THE MATTER OF EXECUTION OF AGREEMENT #09/09-DIV-NECC BETWEEN NUEVA ESPERANZA COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Agreement is to provide eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception of granted by the counties; and

**WHEREAS**, the maximum consideration of the Agreement is \$217,492.00, and

**WHEREAS**, the Agreement is effective March 1, 2009 and remains effective until June 30, 2009, NOW THEREFORE,

**BE IT RESOLVED** that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/09-DIV-NECC on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . ., 2009

Dated this . . . day of . . . . ., 2009

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

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

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

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 06-29-09 F/C 07-01-09		
SUBJECT: Personal Service Contract with Knowledge Counseling		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center desires to contract with Knowledge Counseling to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract with Knowledge Counseling 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 when the last authorized signature is obtained through June 30, 2011.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Knowledge Counseling 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 Knowledge Counseling for the period of when the last authorized signature is obtained through June 30, 2011.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF 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 KNOWLEDGE COUNSELING, 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 Knowledge Counseling, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing when the last authorized signature is obtained and terminating on June 30, 2011, 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 29<sup>th</sup> day of June 2009.

DATED this 1<sup>st</sup> day of July 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
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 JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING

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 collectively referred to as "Counties"), and Knowledge Counseling, with its principal offices at 2120 West Henry St., Pasco, WA 99301, (hereinafter referred to as "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 Rates;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Evaluation Report and Treatment Plan; and
- F. Exhibit F, Treatment Progress Report.

### 2. DURATION OF CONTRACT

This Contract is effective beginning the date of the last signature below and expires on June 30, 2011. 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: **Bobby and/or Balvina Guzman**  
**Knowledge Counseling**  
**2120 West Henry St**  
**Pasco WA 99301**  
**Telephone: (509) 544-0911**  
**Fax: (509) 544-0922**
- B. For Counties: **Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Telephone: (509) 736-2724**  
**Fax: (509) 222-2311**

**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 Seven Thousand Dollars (\$7,000.00).
- 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 authorized representatives of 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 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, employer's 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 are 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 that 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 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.

D. **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. Benton and Franklin 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 professional and 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.

**E. 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 both of 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 Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire

except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has 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 and Franklin Counties" and include "c/o" the Counties' Contract Representatives. 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 coverages 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**
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 or Franklin County's 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 the Counties, the 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 costs 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.
- 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 County, 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.

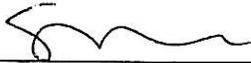
**23. ENTIRE AGREEMENT**

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>Knowledge Counseling</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
<i>Bobby Guzman</i> 6/15/09 <b>Bobby Guzman</b> <b>Date</b>	<i>Sharon A. Paradis</i> 6/15/09 <b>Sharon A. Paradis</b> <b>Date</b>
<i>Balvina Guzman</i> 6/11/09 <b>Balvina Guzman</b> <b>Date</b>	
<b>BENTON COUNTIES APPROVAL</b>	<b>FRANKLIN COUNTIES APPROVAL</b>
Approved as to Form:	Approved as to Form:
 6/12/09 <hr/> Sarah Perry, Deputy Prosecuting Attorney    Date	<u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney    Date
By: _____	By: _____
Name: <u>Max E. Benitz</u>	Name: <u>Rick Miller</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

## EXHIBIT A

### SPECIFIC TERMS AND CONDITIONS

#### CDDA Youth Outpatient Treatment Services

##### I. DEFINITION OF TERMS

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

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

## II. PERFORMANCE STANDARDS AND LICENSING

Knowledge 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 Knowledge Counseling Chemical Dependency Professional (CDP), or Knowledge Counseling 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. Knowledge Counseling 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 Knowledge Counseling:

- ◆ 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. Knowledge Counseling 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 Knowledge Counseling until a treatment bed becomes available.
- G. The CDDA/Drug Court Case Manager will notify Knowledge Counseling 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 Knowledge Counseling. If the youth is in Detention pending disposition, Knowledge Counseling 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. Knowledge Counseling 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 Knowledge Counseling, that agency will input all data into the Target System.
- I. Knowledge Counseling 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. Knowledge Counseling will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.
- K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The CDP or CDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The CDP or CDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.

L. Reports are due, are as follows:

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

**IX. SUBCONTRACTING**

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

**X. MONITORING AND EVALUATION**

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

**XI. LOCATION OF SERVICES**

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

**XII. PATIENT ELIGIBILITY**

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

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

## EXHIBIT B

### SCOPE OF SERVICES

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

##### I. SERVICE DEFINITION

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

##### II. LICENSING AND PROGRAM STANDARDS

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

##### III. ELIGIBILITY

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

#### IV. REIMBURSEMENT POLICIES

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

#### V. REIMBURSEMENT LIMITATION

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

#### VI. CDDA EVALUATION

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

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

## **VII. TREATMENT PLANNING**

- A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.
- B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other community services that address the youth's specific gender, ethnicity, cultural and developmental needs.
- C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in

relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

## VIII. SERVICE SPECIFICS

- A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient
- C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.
- D. Minimum Program Requirements
  - 1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.
  - 2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.
  - 3. Conduct random urinalysis testing
  - 4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.
  - 5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).
  - 6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.
  - 7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).
  - 8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.
  - 9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a

family intervention and recommends family therapy services for improved outcomes with CDDA youth.

10. General life skills, decision-making, and coping-skills education and training should be provided.
11. Relapse prevention must be stressed.
12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.
13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

## EXHIBIT C

### CDDA SERVICES REIMBURSEMENT RATES July 1, 2007 – June 30, 2008

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Fifteen Dollars and Seventeen Cents (\$115.17)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
1. **Intensive Outpatient Treatment**
    - a. At least 6 hours but not more than 8 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$1,134.60**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20.**
    - c. Random urinalysis (4/month) @ **\$8.74 each, \$34.96/month**
  2. **Phase I Structured Outpatient Continuing Care**
    - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$756.00**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20**
    - c. Random urinalysis (4/month) @ **\$8.74 each, \$34.96/month**
  3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
    - a. 1 hour of Support Group/week @ **\$25.20/hour, maximum per client per month \$126.00**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20**

c. Random urinalysis (3/month) @ \$8.74 each, \$26.22/month

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

a. Individual Counseling Brief @ \$30.35/hour, \$60.70 maximum per client per month

b. Urinalysis 1 only @ \$8.74

**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: Knowledge Counseling

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	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: F/C 06-22-09 B/C 06-29-09		
SUBJECT: Resolution Authorization of Contract with Governor's Juvenile Justice Advisory Committee/Office of Justice Programs for Juvenile Detention Alternatives Initiative		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The Juvenile Detention Alternative Initiative (JDAI) is proposed to use data driven decision making to review which youth are being detained in detention and to determine which youth should be eligible for a lesser restrictive environment that is consistent with community safety and that will ensure the youth will appear at future court hearings, improve court processes, identify and reduce racial disparities. The end results of JDAI is the delivery of a juvenile court system that makes program decisions based on accurate and complete data; detains youth that pose a significant risk to the community; provide a continuum of options for holding youth accountable for criminal behavior and non-compliance; delivers a swift and fair court process and delivers programs that are culturally appropriate and evidence based. The grant period is July 1, 2009 through June 30, 2010.

**SUMMARY**

The Benton-Franklin Counties Juvenile Justice will address the eight strategies of JDAI, which include Collaboration & Governance, Utilizing Data, Detention Admissions & Risk Assessments, Detention Alternative Programs, Expediting Case Processing, Special Detention Cases, Conditions of Confinement and Reducing Racial Disparities.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the JDAI Grant Application with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice.

**FISCAL IMPACT**

This project is grant funded.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the grant application with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice to provide Juvenile Detention Alternatives Initiative.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) GRANT APPLICATION BETWEEN THE OFFICE OF JUVENILE JUSTICE (OJJ) AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the JDAI Grant Application between the Juvenile Court and the Office of Juvenile Justice (OJJ), be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2010, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, and the Chairman Pro Tem of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Court Improvement Grant.

DATED this 29<sup>th</sup> day of June 2009

DATED this 22<sup>nd</sup> day of June 2009

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

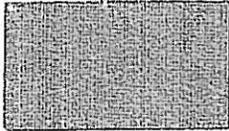
\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

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

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



OFFICE OF JUVENILE JUSTICE (OJJ)  
**Juvenile Detention Alternatives Initiative Grant Application**  
 Please read all instructions carefully.

For assistance, contact the Department of Social and Health Services (DSHS) Office of Juvenile Justice at (360) 725-3600 or FAX (360) 407-0152.

CONTRACT NUMBER	FOR OJJ USE ONLY
PROGRAM AREA	DATE STAMP

**1. APPLICANT: DO NOT USE PERSON'S NAME**

AGENCY NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>	FAX NUMBER <b>(509) 736-2728</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336</b>
MAILING ADDRESS <b>5606 W. Canal Place, Suite 106</b>	CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336</b>

**2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT: (DO NOT USE PERSON'S NAME)**

NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES) <b>91-6001299</b>
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	

**3. PROJECT TITLE: ENTER BRIEF DESCRIPTIVE PROJECT TITLE**

**Benton-Franklin Counties Juvenile Detention Alternatives Initiative**

**4. APPLICANT'S AGREEMENT**

The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the STANDARD CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:

The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Office Chief and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:

- In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.
- Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)  
**Sharon A. Paradis, Juvenile Court Administrator - SEE SIGNATURE PAGE 1A**

APPLICANT'S SIGNATURE	DATE <b>06/26/2009</b>
-----------------------	---------------------------

ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance	OJJ CONTRACTING OFFICER'S SIGNATURE	DATE
--	-------------------------------------	------

**5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)**

NAME AND TITLE <b>Terry Tanneberg</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	FAX NUMBER <b>(509) 736-2728</b>
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	E-MAIL ADDRESS <b>terry.tanneberg@co.benton.wa.us</b>

**6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)**

NAME AND TITLE <b>Jennifer Bowe, Administrative Services Manager</b>	TELEPHONE NUMBER <b>(509) 736-2721</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	FAX NUMBER <b>(509) 736-2728</b>
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	E-MAIL ADDRESS <b>jennifer.bowe@co.benton.wa.us</b>

Omission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828 OLYMPIA WA 98504-5828.

**Benton County Approval**

Approved as to Form:

 6/18/09  
4/9/09

Sarah Perry, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Max E. Benitz, Jr.  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:  
Clerk of the Board: \_\_\_\_\_

**Franklin County Approval**

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Rick Miller  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:  
Clerk of the Board: \_\_\_\_\_

**JDAI GRANT APPLICATION**

<b>AGENCY NAME</b> Benton-Franklin Counties Juvenile Justice Center	<b>DATE</b> 06/26/2009
--	---------------------------

**PROJECT TITLE**  
Benton-Franklin Counties Juvenile Detention Alternatives Initiative

**7. PROJECT PERIOD:**

A project period is one year and may not exceed one year except by prior agreement with the Department.

Proposed project period is from \_\_\_\_\_ to \_\_\_\_\_

**8. BUDGET SUMMARY:**

The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved budget and Special conditions form supersedes the proposed budget shown below.

The following items are allowable costs under this contract:

- Travel (JDAI Quarterly Meetings, State and National Conferences, Model Site Visits)
- Local Coordination to implement the eight (8) JDAI strategies
- Detention Alternatives
- Data Collection and Analysis
- Case Processing Improvements including Expediter
- Indirect (up to 10% of direct charges), as noted below.

<p><b>BUDGET CATEGORIES</b></p> <p>Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.</p>	A. Personnel	\$24,726	
	B. Supplies	\$1,600	
	C. Other services and charges		
	D. Capital outlay/equipment		
	E. Travel	\$2,930	
	F. Contractual services	\$744	
	<b>TOTAL DIRECT CHARGES</b>	<b>\$30,000</b>	
	G. Indirect charges		
<b>TOTAL PROJECT COST</b>		<b>\$30,000</b>	

<p><b>SOURCE OF FUNDS</b></p> <p>1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee.</p> <p>2. Must be funds specifically appropriated for project in applicant's budget.</p> <p>Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.</p>	1. JDAI	\$30,000	%
	2. Match		%
			%
			%
			%
			%
			%
	<b>TOTAL PROJECT FUNDS</b>	<b>\$30,000</b>	<b>%</b>

**9. PROJECT SUMMARY: GIVE A BRIEF NARRATIVE SUMMARY OF THE PROJECT.**

The purpose of the Juvenile Detention Alternatives Initiative (JDAI) is to use data driven decision making to review which youth are being detained in detention and to determine which youth should be eligible for a lesser restrictive environment that does not compromise public safety and will ensure the youth's appearance and scheduled court hearings. JDAI also uses data driven decision making to review and improve court processes, identify and reduce racial disparities, evaluate the conditions of confinement, and identify special detention cases for analysis of processes and practices. The result of JDAI implementation is the implementation of a juvenile justice system that: Makes program decisions based on accurate and complete data; detains youth that pose a risk to the community or who have tried to take advantage of less restrictive alternatives; provides a continuum of options for holding youth accountable for criminal and non-compliant behavior; delivers swift and fair court process; delivers culturally appropriate and evidence-based program; and provides for appropriate alternatives to secure confinement. Benton and Franklin Counties is now beginning its third year of JDAI implementation which addressed the eight strategies of JDAI.



JDAI GRANT APPLICATION

AGENCY NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	DATE <b>06/26/2009</b>
--	---------------------------

PROJECT TITLE <b>Benton-Franklin Counties Juvenile Detention Alternatives Initiative</b>
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**10. BUDGET DETAILS: CATEGORY B: SUPPLIES**

This category is for articles and commodities which are consumed or materially altered when used. The following are types of supplies.

**OFFICE SUPPLIES:** For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.

**OPERATING SUPPLIES:** For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.

**REPAIR AND MAINTENANCE SUPPLIES:** For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
Supplies - consumable	1	\$1,600	\$1,600
<b>CATEGORY TOTAL</b>			<b>\$1,600</b>

**10. BUDGET DETAILS: CATEGORY C: OTHER SERVICES AND CHARGES**

This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category.

**COMMUNICATION:** For example, telephone, telegraph, and postage.

**TRANSPORTATION:** For example, freight and express charges, and messenger service.

**ADVERTISING**

**PUBLIC UTILITY SERVICE**

**PRINTING AND BINDING**

**REPAIRS AND MAINTENANCE**

**INSURANCE**

**RENTALS:** For example, buildings, and equipment and machinery.

**MISCELLANEOUS:** For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.

ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
None			
<b>CATEGORY TOTAL</b>			





JDAI GRANT APPLICATION

AGENCY NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	DATE <b>06/26/2009</b>
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PROJECT TITLE <b>Benton-Franklin Counties Juvenile Detention Alternatives Initiative</b>
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**10. STATEMENT OF WORK AND IMPLEMENTATION PLAN**

The contractor agrees to perform the following minimum statement of work:

- Submit the AECF-JDAI Quarterly Report and annual Results Report, no later than 30 days after the end of each quarter to include:
  - ⇒ Detention Population Report
  - ⇒ Alternative Programs Report
  - ⇒ Detention Referrals Screened Report
  - ⇒ Detention Risk Assessment Instrument Override Report
- Attend JDAI Quarterly Meetings, State and National JDAI Conferences
- Conduct a minimum of four (4) JDAI Stakeholder Meetings per year
- Conduct a Detention Self-Inspection every two (2) years
- Submit GJJAC-JDAI semi-annual progress and quarterly financial reports

Attach the County JDAI Implementation Plan addressing the eight core strategies of JDAI, including at a minimum:

- Description of the current status of eight (8) JDAI strategies
- Objectives for the contract period (July 1, 2009 – June 30, 2010)
- Activities and tasks to meet objectives

WA State JDAI Act Implementation Plan

County: Benton and Franklin Time Period: July 1, 2009 to June 30, 2010

JDAI Strategy	Current Status/Implementing JDAI Strategy	Timeline	Objectives	Planned Tasks & Outcomes
Collaboration & Governance	3rd year application: Leadership Committee, the Juvenile Justice Advisory Board (JJAB), has been identified and meets quarterly.	July 2009 - June 2010	JJAB will be informed of JDAI Subcommittee Work and will give guidance to JDAI Subcommittee work and make final recommendations to Superior Court Judges regarding changes to Juvenile Court policies and practices related to each JDAI strategy.	JJAB will meet quarterly to review and give guidance to JDAI subcommittee work.
	The JDAI Subcommittee has been established and meets quarterly	July 2009 - June 2010	Many of the JDAI Subcommittee members are also members of the DMC Committee under the MacArthur Foundation Models for Change Grant, which promotes collaboration and joint process evaluation by the two groups. The JDAI Coordinator, Terry Tanneberg, also chairs the DMC Workgroup.	Meet quarterly and as needed in collaboration with the Models for Change DMC workgroup
Utilizing Data	Data Subcommittee has reviewed initial data and will meet regularly to further review data related to DRAI and initial work related to probation violations	July 2009 - June 2010	Schedule Subcommittee meetings and add committee members as necessary to address specific issues identified by data review and continue to define data needs	Subcommittee will continue to compare outcomes such as Detention Admissions, ADP, ALOS, Probation Violations, Warrants, racial Disparities prior to JDAI implementation to post JDAI outcomes and use this information to identify needed improvement and to measure success of implemented policy and procedure modifications.
	A number of modifications have been made to the database including standardized reports for JDAI Data	July 2009 - June 2010	Modify database as necessary to meet ongoing data needs. Develop Reports for data related to core strategies.	Staff will work with Stephenson Consulting, programmer, to modify database and develop standard reports as necessary

WA State JDAI AI Implementation Plan

County: Benton and Franklin Time Period: July 1, 2009 to June 30, 2010

<p><b>Detention Admissions &amp; Risk Assessment</b></p>	<p>DRAI has been approved by JJAB and implemented.</p>	<p>July 2009 - June 2010</p>	<p>Evaluate and update DRAI</p>	<p>Staff work with Subcommittee to plan implementation and notification strategies for DRAI, evaluate impacts of DRAI and consider modifications to DRAI as necessary. Draft Data will be reviewed by David Steinhart for an objective evaluation and recommendations. JDAI quarterly reports to monitor outcomes will track use and effectiveness of DRAI.</p>
<p><b>Detention Alternatives Program</b></p>	<p>Day Reporting Program  Pending</p>	<p>July 2009 - Ongoing  July 2009 - Ongoing</p>	<p>Implement Day Reporting Program and evaluate/modify as necessary  Develop proposals for other alternative interventions identified by Subcommittee</p>	<p>The Day Reporting - School based pilot project was implemented in June 2009 and ongoing funding will be sought  Identify potential continuum of alternatives to formal detention and work with other community partners to plan for the development of alternatives based on need and resource availability.</p>
<p><b>Expedited Case Processing</b></p>	<p>The Probation Manager and Juvenile Probation Counselors who have participated on the JDAI Data subcommittee along with other identified Community Supervision staff have begun the process of reviewing the probation violation process and to identify areas for improvement</p>	<p>July 2009 - Ongoing</p>	<p>Identify areas for improvement</p>	<p>In conjunction with Judiciary, Court Staff and Court partners, Subcommittee will identify areas of concern and alternatives to current process.</p>
<p><b>Special Detention Cases (warrants &amp; VOP)</b></p>	<p>The Probation Manager and Juvenile Probation Counselors who have participated on the JDAI Data subcommittee along with other identified Community Supervision staff continue to review the violation and contempt process to recommend improvements</p>	<p>July 2009 - Ongoing  July 2009 - Ongoing</p>	<p>Expand Subcommittee representation as needed to address special detention cases  Evaluate data and develop proposals for system efficacy.</p>	<p>Schedule Subcommittee meetings, identify needed data related to use of detention for warrants, probation violations, financial contempts and BECCA matters and according to age, racial, ethnic and gender considerations.  Court Staff and Subcommittee identify areas of improvement including such things as delays in justice process and development of graduated sanctions for Probation Violations</p>

WA State JDAI AI Implementation Plan

County: Benton and Franklin Time Period: July 1, 2009 to June 30, 2010

Conditions of Confinement	Pending	July 2009 - December 2009	Develop and Educate Subcommittee	Identify Subcommittee members, read pathways and attend training in self inspection. Send team members to Conditions of Confinement - Training the Team to conduct Self Inspection
	Pending	July 2009 - December 2009	Plan and Schedule Self Inspection	Develop plan and timeline for self inspection during last half of 2009
Reducing Racial Disparities	Subcommittee is the Models for Change DMC workgroup which reviews data no less than quarterly	June 2009 - Ongoing	Identify data needs related to Detention DMC	Subcommittee will meet at least quarterly to review current data and define ongoing data needs. Subcommittee develops recommendations for system improvements to Judges and Leadership Committee.
	Required JDAI reports have been developed	July 2009 - Ongoing	Utilize standard reporting format	Evaluate and improve format as necessary and send team members to Racial and Equity Training/Burns Institute

## JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) - GENERAL TERMS AND CONDITIONS

1. **Definitions.** The words and phrases listed below, as used in the Contract, shall each have the following definitions:

- "*Central Contract Services*" means the DSHS Office of Legal Affairs, Central Contract Services, or successor section or office.
- "*Contract*" means the entire written agreement between the State of Washington Department of Social and Health Services and the Contractor, including the Special Terms and Conditions, these General Terms and Conditions, all other attached or referenced Exhibits, and all other documents incorporated by reference.
- "*Contracting Officer*" means the Contracts Administrator, or successor, of Central Contract Services or successor section or office.
- "*Contractor*" means the individual or entity performing services pursuant to the Contract and includes the Contractor's owners, members, officers, directors, partners, employees and/or agents unless otherwise stated in the Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees and/or agents.
- "*DSHS*" or "*the department*" or "*the Department*" means the Department of Social and Health Services of the State of Washington and its employees and authorized agents.
- "*General Terms and Conditions*" means this document.
- "*RCW*" means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.
- "*Subcontract*" means a separate contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to the Contract.
- "*WAC*" means the Washington Administrative Code. All references in the Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Advance Payments Prohibited.** DSHS shall not make any payments in advance or anticipation of the delivery of goods or services provided pursuant to the Contract.

### 3. Amendment of Contract and Deobligation of Funds:

- a. The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL JDAI funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.
  - b. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the smallest affected budget category. As soon as the Contractor identifies a change in expenditure rates which will cause a variation of ten percent (10%) or more, of the smallest affected budget category, a request for revision (Form JJ-5) must be submitted to the Office of Juvenile Justice.
  - c. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor.
  - d. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.
4. **Assignment.** The Contractor may not assign the Contract, or any rights or obligations contained in the Contract, to a third party.
5. **Compliance with Applicable Law.** At all times during the term of the Contract, the Contractor shall comply with all applicable local, state and federal laws, regulations and rules.

## JDAI - GENERAL TERMS AND CONDITIONS (CONTINUED)

- 6. Confidentiality of Client Information.** The Contractor shall not use or disclose any information concerning any DSHS client for any purpose not directly connected with the administration of the Contractor's responsibilities under the Contract except by prior written consent of the DSHS client.
- 7. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 Revised Code of Washington, Ethics in Public Service, and will comply with Chapter 42.52 Revised Code of Washington throughout the term of the Contract.
- 8. Contractor Not an Employee of DSHS.** For purposes of the Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges or benefits which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to payor withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in the Contract.
- 9. Disputes.** Either party who has a dispute concerning the Contract may request an adjudicative proceeding. A request for an adjudicative proceeding must:
- be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501 no later than 28 days after Contract expiration or termination;
  - be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - include a statement explaining the party's position; and
  - include a copy of the Contract.
- Timely and complete requests may be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing/alternative dispute resolution conference in an attempt to resolve the dispute prior to the hearing. Disputes involving nursing home rate and the contract procurement process shall not be entitled to an adjudicative proceeding. The amount of any rate set by WAC, law, regulation, or DSHS policy is not disputable.
- 10. Execution, Amendment and Waiver.** The Contract shall be binding on DSHS only upon signature by DSHS. The Contract may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to amend or waive these General Terms and Conditions on behalf of DSHS.
- 11. Governing Law and Venue.** The Contract shall be governed by the laws of the State of Washington. In the event of lawsuit involving the Contract, venue shall be proper only in Thurston County, Washington.
- 12. Indemnification and Hold Harmless.** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all liability resulting from the acts or omissions of the Contractor and any subcontractor.
- 13. Inspection; Maintenance of Records.**
- During the term of the Contract and for one year following termination or expiration of the Contract, the Contractor shall give reasonable access to the Contractor's place of business and client and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing, and evaluating Contractor performance and compliance with applicable laws, regulations, rules, and the Contract.
  - During the term of the Contract and for six years following termination or expiration of the Contract, the Contractor shall maintain records sufficient to:
    - Document performance of all acts required by statute, regulation, rule, or the Contract;
    - Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
    - Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by the Contract.

## JDAI - GENERAL TERMS AND CONDITIONS (CONTINUED)

4. **Insurance Language.** The Contractor shall at all times comply with the following insurance requirements.

**a. General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. ~~The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.~~

**b. Business Automobile Liability Insurance**

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

**c. Worker's Compensation**

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

**d. Employees and Volunteers**

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

**e. Subcontractors**

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

**f. Separation of Insureds**

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

**g. Insurers**

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

**h. Evidence of Coverage**

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

**i. Material Changes**

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

**j. General**

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

## JDAI - GENERAL TERMS AND CONDITIONS (CONTINUED)

- 5. Nondiscrimination.** The Contractor shall comply with all applicable local, state, and federal nondiscrimination laws, regulations, rules, and ordinances.
- 16. Non-Supplanting Certification for Governmental Agencies:** By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request (if certification cannot be made, the applicant must attach a full explanation.)
- 17. Notice of Overpayment.** If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within 28 days of service of the notice;
  - be sent by certified mail (return receipt) or other manner that proves OFR received the request because the Contractor may be required to prove that the request was received by OFR;
  - include a statement as to why the Contractor thinks the notice is incorrect; and d. include a copy of the overpayment notice.
- Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor will be offered a pre-hearing/alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.
- Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Vendor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale against the Contractor's real or personal property, order to withhold and deliver, or any other collection action available to DSHS to satisfy the overpayment debt.
- 18. Obligation to Ensure Health and Safety of DSHS Clients.** The Contractor shall ensure the health and safety of any DSHS client for whom services are provided by the Contractor.
- 19. Order of Precedence.** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- Applicable federal, state, and local law, regulations, and rules;
  - Approved Budget and Special Conditions (form JJ2); These General Terms and Conditions; and
  - Any other Exhibit, provision, document, or material attached or incorporated by reference.
- 20. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of the Contract shall be owned by DSHS, and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but which is not created for or paid for by DSHS is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.
- 21. Publication Acknowledgement Standards.** The following is the standard of the Annie E. Casey Foundation (Foundation) regarding how to acknowledge the Foundation in published reports or other disseminated products produced with the grant support of the Foundation. This standard applies to both electronic and paper (i.e., tangible) versions of such products. If you have questions about the application of this standard in any reports, documents or products, please contact Connie Dykstra, AECF Publications Coordinator, at [cdykstra@aecf.org](mailto:cdykstra@aecf.org), or at 1-800-222-1099.

Acknowledgement Standard Any printed or electronic report or publication that results from this project must include an acknowledgment disclaimer, such as the following, on the inside front cover, title page, or on any page preceding the

body of the report where other credits and acknowledgments are provided. On a website or similar electronic format, the disclaimer should appear at or near the beginning of the text. You are welcome to extend this suggested text with  
**JDAI - GENERAL TERMS AND CONDITIONS (CONTINUED)**

additional recognition of specific Foundation staff members, if appropriate. You may wish to contact Connie Dykstra prior to finalizing your document, if you have any questions about the wording of the disclaimer.

**This research was funded by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.**

If the Foundation is one of multiple funders for your project and final product, you may modify the suggested disclaimer as follows, depending on the needs and wishes of your other funders:

**This research was funded in part by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in the report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.**

**OR:**

**This research was funded by the Annie E. Casey Foundation and \_\_\_\_\_. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone and do not necessarily reflect the opinions of these foundations [organizations].**

## **22. Reporting Requirement:**

- a. **Financial Reports.** Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period.
- b. **Progress Reports.** Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.
- c. **Evaluation Report.** An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice.

**23. Severability; Conformity.** The provisions of the Contract are severable. If any provision of the Contract, including any provision of any document incorporated by reference, is held invalid by any court, that invalidity shall not affect the other provisions of the Contract and the invalid provision shall be considered modified to conform to existing law.

**24. Single Audit Act Compliance.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular 133-A, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program- specific audit for that year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

- 25. Subcontracting.** Except as otherwise provided in the Special Terms and Conditions of the Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS as reflected in a written Amendment to the Contract. The Contractor shall be responsible for the acts and omissions of any subcontractor.
- 26. Termination Due to Change in Funding.** If the funds DSHS relied upon to establish the Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate the Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 27. Termination for Convenience.** The Contracting Officer may terminate the Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate the Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811. This provision shall not apply to personal service contracts pursuant to RCW 39.29.
- 28. Termination for Default.** The Contracting Officer may terminate the Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
- Failed to meet or maintain any requirement for contracting with DSHS;
  - Failed to perform under any provision of the Contract;
  - Failed to ensure the health or safety of any DSHS client for whom services are being provided under the Contract;
  - Violated any applicable law, regulation, rule, or ordinance; and/or
  - Otherwise breached any provision or condition of the Contract.
- If the Contracting Officer terminates the Contract for default, DSHS shall be entitled to all remedies available at law or in equity, including consequential damages, incidental damages, legal fees, and costs. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.
- 29. Termination Procedure.** The following provisions shall survive and be binding on the parties in the event the Contract is terminated:
- The Contractor shall cease to perform any services required by the Contract as of the effective date of termination and shall comply with all instructions contained in the notice of termination.
  - The Contractor shall immediately deliver to the DSHS Contact named in the Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession and any property produced under the Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination of the Contract. Upon failure to return DSHS property within ten (10) calendar days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor shall protect and preserve any property of DSHS which is in the possession of the Contractor pending return to DSHS.
  - DSHS shall be liable for and shall pay for only those services authorized and provided through the date of termination. DSHS may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
  - In the event of termination for default, DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability. The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity and/or under the Contract. The Contractor may request dispute resolution as provided in the Contract.
  - The Contracting Officer may direct assignment of the Contractor's rights to and interest in any subcontract or orders placed to DSHS. DSHS may terminate any subcontract or orders, and settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 30. Treatment of Assets Purchased by Contractor.** Except as provided in the Special Terms and Conditions of the Contract, title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.
- 31. Treatment of Client Assets.** Except as otherwise provided by court order, the Contractor shall ensure that any DSHS client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or DSHS all of the client's personal property.

**JDAI - GENERAL TERMS AND CONDITIONS (CONTINUED)**

- 32. Treatment of DSHS Assets.** Except as otherwise provided in the Special Terms and Conditions of the Contract, title to all assets (property) purchased or furnished by DSHS for use by the Contractor during the Contract term shall remain with DSHS. During the term of the Contract, the Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage.
- 33. Unallowable Costs.** No part of the grant funds may be used:
- a. To carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Section 4945 (d)(1) of the Internal Revenue Code);
  - b. To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945 (d)(2) of the Internal Revenue Code.
  - c. To make any grant which does not comply with the requirements of Sections 4945 (d)(3) and (4) of the Internal Revenue Code; or
  - d. To make grants to other organizations which are not described in Section 509 (a)(1), (2) or (3) of the Internal Revenue Code.
- 34. Waiver of Default.** Waiver of any default on one occasion shall not be deemed to be a waiver of any subsequent default. Waiver of any breach or default of any provision of the Contract shall not be deemed to be a waiver of any subsequent breach, and shall not be construed to be a modification of the terms and conditions of the Contract.

**APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL**

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract      XX Pass Ordinance        XX Pass Motion Other	CONSENT AGENDA <u>XX</u>
MEETING DATE: F/C 06-22-09    B/C 06-29-09		PUBLIC HEARING
SUBJECT: Evidence Based Expansion - Program Agreement		1 <sup>st</sup> DISCUSSION
Prepared By: Donna A. Lee		2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis		OTHER

**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), in collaboration with the Washington Association of Juvenile Court Administrators (WAJCA) and the Washington State Institute of Public Policy (WSIPP) established a statewide system for Functional Family Therapy (FFT). The Benton-Franklin Counties Juvenile Justice Center (BFJJC) has provided FFT services since 1999. Because of the continued success of this program, locally, BFJJC applied for and was awarded a grant to expand FFT. The term of this agreement is July 1, 2009, through June 30, 2011.

**SUMMARY**

The purpose of this contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The State will pay according to the conditions set forth in the Billing section of the program's Scope of Work in the County Program Agreement.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 0963-66911.

**FISCAL IMPACT**

This is a Grant whereby we are reimbursed for services rendered.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of July 1, 2009, through June 30, 2011.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE DEPARTMENT OF SOCIAL & HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 0963-66911 between Washington State Department Of Social & Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2011, 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 County Program Agreement.

DATED this 29<sup>th</sup> day of June 2009.

DATED this 22<sup>nd</sup> day of June 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

ATTEST:

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

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



**COUNTY**

**PROGRAM AGREEMENT  
Evidence Based Expansion**

DSHS Agreement Number

0963-66911

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Treatment and Intergovernmental Prog

1122

5052CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Cory Redman  
Program Administrator

14th and Jefferson  
P.O. Box 45720  
Olympia, WA 98504-

DSHS CONTACT TELEPHONE  
(360) 902-8079 Ext:

DSHS CONTACT FAX  
(360) 902-8108

DSHS CONTACT E-MAIL  
redmaca@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County  
Franklin County

5605 W Canal Place, Suite 106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:

COUNTY CONTACT FAX  
(509) 222-2311

COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE  
7/1/2009

PROGRAM AGREEMENT END DATE  
6/30/2011

MAXIMUM PROGRAM AGREEMENT AMOUNT

Fee For Service

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Data Security;  Exhibits (specify): Exhibit A: Statement of Work; Exhibit B: Monthly Project Update Form; Exhibit C: Monthly Reimbursement Request Form; Exhibit D: Quarterly Target Update Form
- No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

\* See attached  
signature page - 1A

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Del Hontanosas  
Grants & Contracts Manager

**Benton County Approval**

Approved as to Form:



6/16/09  
4/9/09

Sarah Perry, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Max E. Benitz, Jr.  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:  
Clerk of the Board: \_\_\_\_\_

**Franklin County Approval**

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Rick Miller  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:  
Clerk of the Board: \_\_\_\_\_

## STATEMENT OF WORK

### Evidence Based Expansion

#### Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), Aggression Replacement Training (ART), Coordination of Services (COS), Family Integrated Transitions (FIT), and Victim Offender Mediation (VOM).

#### General Requirements.

The County shall:

- (a) Provide projects and services in compliance with the County's Approved Evidence Based Application Response to the JRA Evidence Based Expansion Solicitation;
- (b) Administer a Washington State Juvenile Court Risk Assessment to all participating youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Approved Evidence Based Application Response; and
- (c) Insure compliance with existing State Quality Assurance programs for the following three interventions: Functional Family Therapy, Multi-systemic Therapy, and Aggression Replacement Training.

#### 1. **Intervention Programs: Functional Family Therapy, Multi-systemic Therapy, Aggression Replacement Training, Coordination of Services, Family Integrated Transitions, and Victim Offender Mediation.**

- (a) The County must serve the number of youth at the cost budgeted and as detailed in the County's Approved Evidence Based Application Response. If the County anticipates deviating from any aspect of its Application Response, it must submit a written request for prior approval to the JRA Central Office Program Administrator. Service delivery must be based on and adhere to the following specifications:

##### (1) **For Functional Family Therapy (FFT):**

- (a) General precepts/practices contained in FFT, Inc. Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;
- (c) Clinical feedback from FFT Inc. in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention; and
- (f) The County's Approved Evidence Based Application Response.

**(2) For Multi-systemic Therapy (MST):**

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention;
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services; and
- (c) The County's Approved Evidence Based Application Response.

**(3) For Aggression Replacement Training (ART):**

- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings;
- (c) Feedback from designated ART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits; and
- (d) The County's Approved Evidence Based Application Response.

**(4) For Coordination of Services (COS):**

- (a) Precepts and practices contained in Delinquency Prevention: An example of Consultation in Rural Community Health by Patrick H. Nolan, M. Shelly Perry, and Theodore Jones;
- (b) General Precepts and practices contained in the Coordination of Services initial training; and
- (c) The County's Approved Evidence Based Application Response.

**(5) For Family Integrated Transitions (FIT):**

- (a) Attendance to all training on the treatment model required;
- (b) Compliance with all concepts and practices contained in the training and in the developed treatment model;
- (c) Clinical guidance as supplied by the University of Washington; and
- (d) The County's Evidence Based Expansion Application response.

**(6) For Victim Offender Mediation (VOM):**

Comply with State Quality Assurance program and Standards as determined by the Community Juvenile Accountability Act (CJAA) Advisory Committee.

**(b) For the interventions listed in (a), above:**

- (1) The County shall comply with the Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see *CJAA: Program Evaluation Design*, WSIPP, November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County shall participate with all parties to ensure effective program evaluation.

- (2) RCW 13.40.500 through 13.40.550 requires that the County collect the name, date of birth, gender, social security number, and JUVIS number for each juvenile enrolled in the Evidence Based Expansion Program.

**2. Consideration.**

- a. The maximum consideration for the Evidenced Based Expansion program for FY10-11 are identified in the "Juvenile Court Evidence Based Expansion Funding Awards FY10-11" list, incorporated herein by reference.
- b. Under expenditure in FY10 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of FY10 and FY11 for all counties participating in the Evidence Based Expansion contract, provided funding is available.
- c. The full list of priorities is detailed in the "County's Washington State Juvenile Court Evidence Based Expansion Application". Counties shall submit the JRA provided "Revenue Sharing Requests>Returns Form" to the Program Administrator identified on page 1 no later than May 15<sup>th</sup> of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards FY10-11" list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."
- d. JRA will review utilization by January 1<sup>st</sup> each fiscal year. If the County has significantly exceeded their proposed cost per participant as detailed in their "County's Washington State Juvenile Court Evidence Based Expansion Application", the State-wide Quality Assurance Coordinators and CJAA Advisory Committee shall intervene and a work plan be developed with the County to maintain compliance with their proposed cost per participant.

The cost per participant is determined in section 5(A) of the "County's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."

- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. This Agreement may be subject to termination in the event the 2009 legislatively authorized block grant funding formula is implemented at any time during the period of performance of this Agreement. Prior to the termination of this Agreement, JRA will reconcile the reimbursed amount with remaining funding resulting in the execution of a new Agreement apportioning funds for the remainder of the biennium.

**3. Payment and Billing.**

- a. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher, or other JRA pre-approved invoice document. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages. The following documents must be attached with the A-19 before payment will be made by JRA:
- (1) Monthly Project Update Form. Use Exhibit B – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, ART, COS, FIT, and/or VOM).
- (2) Monthly Reimbursement Request Form. Use Exhibit C – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, ART, COS, FIT, and/or VOM).
- (3) Quarterly Target Update Form. Use Exhibit D – Quarterly Target Update Form. Submit a

separate Target Update Form for each intervention program (FFT, MST, ART, COS, FIT, and/or VOM) to JRA within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly invoices (A-19).

- b. The County agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- c. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- d. Under no circumstance shall the County bill twice for the same services.
- e. The County shall maintain backup documentation of all costs billed under this Contract.
- f. Stop Payment. If reports required under this Contract are delinquent, DSHS, JRA may stop payment to the County until such required reports are submitted to JRA.

#### 4. County Compliance.

##### (a) Subcontractors

If the County utilizes subcontractors for the provision of services under this Contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

##### (b) Site Review

The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

##### (c) Other Provisions

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

- (1) **Background Check/Criminal History** - In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (a) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (b) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or

(c) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- (2) **Sexual Misconduct** - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (d) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (e) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

## 5. Items Incorporated by Reference

- (a) RCW 13.40.500 – 13.40.550;
- (b) Juvenile Disposition Sentencing Standards;
- (c) The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998;
- (d) JRA CJAA Quality Assurance Plans for Functional Family Therapy and Aggression Replacement Therapy; and
- (e) The Washington State Juvenile Court Evidence Based Expansion Application document dated August 31, 2007.

*Juvenile Court Evidence Based Expansion*  
**MONTHLY PROJECT UPDATE FORM**

Attach completed Form(s) to an Invoice Voucher Form A-19 when submitting requests for payment to JRA. Note: Complete a separate MONTHLY PROJECT UPDATE FORM for each type of intervention (ART, FFT, MST, COS, FIT, and/or VOM).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, ART, ETC.)
--------	------------	---------------------------------------

Cases Beginning of Month: \_\_\_\_\_

Cases in: \_\_\_\_\_

Cases out: \_\_\_\_\_

Cases End of the Month: \_\_\_\_\_

1. \_\_\_\_\_ is the county's targeted number of youth who will complete the project for the current fiscal year. (Targeted number of youth served can be found in the County's approved Evidence Based Expansion Application.)
  
2. \_\_\_\_\_ is the number of youth who have completed the project to date for the current fiscal year.
  
3. \_\_\_\_\_ is the number of youth who participated in the project *during this billing period.*
  
4. \_\_\_\_\_ is the total number of youth who have participated in the project *since the beginning of the current fiscal year.*
  
5. \$\_\_\_\_\_ is the **Total Cost** billed to JRA for the intervention program since the beginning of the current pilot year. (Include this month's billing.)
  
6. \$\_\_\_\_\_ is the county's current cost per youth for the project. (Divide the total billings for the project for the current fiscal year by the number of youth who have participated.)

*Juvenile Court Evidence Based Expansion*  
**MONTHLY REIMBURSEMENT REQUEST FORM**

Attach completed Form(s) to an Invoice Voucher Form A-19 when submitting requests for payment to JRA. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (ART, FFT, MST, COS, FIT, and/or VOM).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, ART, ETC.)
--------	------------	---------------------------------------

**COSTS THIS MONTH**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Administrative</u>	\$ _____
<b>TOTAL COST</b>	<b>\$ _____</b>

*Juvenile Court Evidence Based Expansion*  
**QUARTERLY TARGET UPDATE FORM**

Submit completed Form(s) to JRA within 15 days following each fiscal quarter being reported on.  
 Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (ART, COS, FFT, FIT, MST, and/or VOM).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (ART, FFT, ETC.)
--------	---------	------	---------------------------------------

**PROPOSED QUARTERLY TARGETS**

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
--------------------------	---------------------------	--------------------------	---------------------------

**ACTUAL QUATERLY TARGETS**

1.	_____	is the number of youth who <i>participated</i> in the project for the quarter being reported.
2.	_____	is the number of youth who <i>completed</i> the project for the quarter being reported.

**BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION**

**IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION**

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: F/C 06-22-09	Executive Contract <u>xx</u>	
B/C 06-29-09	Pass Resolution <u>xx</u>	
SUBJECT: Personal Service Contract with Somerset Counseling Center	Pass Ordinance	
Prepared By: Donna A. Lee	Pass Motion	
Reviewed By: Sharon Paradis	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 the date of the last signature through June 30, 2011.

**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 from the date of the last signature through June 30, 2011.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF 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 the date of the last signature below and terminating on June 30, 2011, 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 29<sup>th</sup> day of June 2009.

DATED this 22<sup>nd</sup> day of June 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
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 JUVENILE JUSTICE CENTER 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 collectively referred to as "Counties"), and Somerset Counseling Center, with its principal offices at 1305 Mansfield Street, Suite 5, Richland, WA 99352, (hereinafter referred to as "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

This Contract is effective beginning the date of the last signature below and expires on June 30, 2011. 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 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 spaces, 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  
1305 Mansfield ST STE 5  
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 Forty Thousand Dollars (\$40,000.00).
- 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 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, employer's 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 are 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 that 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 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.

D. **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. Benton and Franklin 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 professional and 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.

E. **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 both of 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 Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45)

days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has 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 and Franklin Counties" and include "c/o" the Counties' Contract Representatives. 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 coverages 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**
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 or Franklin County's 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 the Counties, the 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.
- 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.

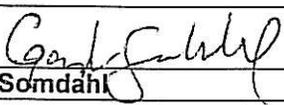
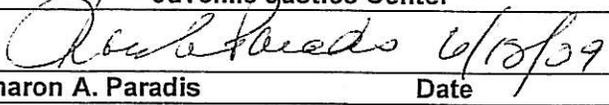
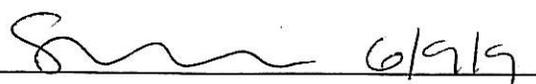
**23. ENTIRE AGREEMENT**

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>Somerset Counseling Center</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <u>6/18/09</u> Date	 <u>6/18/09</u> Date
<b>BENTON COUNTIES APPROVAL</b>	<b>FRANKLIN COUNTIES APPROVAL</b>
Approved as to Form:   <u>6/19/09</u> Sarah Perry, Deputy Prosecuting Attorney Date	Approved as to Form:  <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Max E. Bentiz</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

## EXHIBIT A

### SPECIFIC TERMS AND CONDITIONS

#### CDDA Youth Outpatient Treatment Services

##### I. DEFINITION OF TERMS

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

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

## II. PERFORMANCE STANDARDS AND LICENSING

Somerset Counseling 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 DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.
- D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.
- E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJC within seven (7) days of completing the assessment.

## **VII. TREATMENT PLANNING**

- A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.
- B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other community services that address the youth's specific gender, ethnicity, cultural and developmental needs.
- C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in

relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

## VIII. SERVICE SPECIFICS

- A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient
- C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.
- D. Minimum Program Requirements
  - 1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.
  - 2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.
  - 3. Conduct random urinalysis testing
  - 4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.
  - 5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).
  - 6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.
  - 7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).
  - 8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.
  - 9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a

family intervention and recommends family therapy services for improved outcomes with CDDA youth.

10. General life skills, decision-making, and coping-skills education and training should be provided.
11. Relapse prevention must be stressed.
12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.
13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

## EXHIBIT C

### CDDA SERVICES REIMBURSEMENT RATES

July 1, 2007 – June 30, 2008

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Fifteen Dollars and Seventeen Cents (\$115.17)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
1. **Intensive Outpatient Treatment**
    - a. At least 6 hours but not more than 8 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$1,134.60**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20.**
    - c. Random urinalysis (4/month) @ **\$8.74 each, \$34.96/month**
  2. **Phase I Structured Outpatient Continuing Care**
    - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$756.00**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20**
    - c. Random urinalysis (4/month) @ **\$8.74 each, \$34.96/month**
  3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
    - a. 1 hour of Support Group/week @ **\$25.20/hour, maximum per client per month \$126.00**
    - b. 1 hour of Individual Counseling/week @ **\$77.04/hour, maximum per client per month \$385.20**

c. Random urinalysis (3/month) @ \$8.74 each, \$26.22/month

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

a. Individual Counseling Brief @ \$30.35/hour, \$60.70 maximum per client per month

b. Urinalysis 1 only @ \$8.74

**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:

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

Week 2:

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

Week 3:

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

Week 4:

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

Week 5:

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

Recommendations:

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Employed:                      Yes      No                      Employer: \_\_\_\_\_

Attending School:                      Yes      No                      School Name: \_\_\_\_\_

Counselor Signature \_\_\_\_\_

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

K

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF A PERSONAL SERVICE AGREEMENT WITH REISS-LANDREAU RESEARCH FOR ARCHAEOLOGICAL CONSULTING SERVICES FOR THE RATTLESNAKE MOUNTAIN FIRING RANGE PROJECT**

**WHEREAS**, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Riess-Landreau Research has performed archaeological consulting services for the County on numerous projects and the County has been very pleased with their services; and

**WHEREAS**, Benton County Community Development Coordinator recommends contracting with Riess-Landreau Research for the necessary consulting services for the Rattlesnake Mountain Firing Range Project for a contract amount not to exceed \$12,420.00; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees to enter into a personal service contract with Riess-Landreau Research for archaeological consulting services for the Rattlesnake Mountain Firing Range Project; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign the attached personal service agreement.

Dated this ..... day of ....., 20 .....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....  
Clerk of the Board

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and REISS-LANDREAU RESEARCH (RLR REISS-LANDREAU RESEARCH (RLR), with its principal offices at PO Box 2215, Yakima, WA 98907 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Proposal dated April 8, 2009

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and scope of work shall be completed no later than August 31, 2009.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- The COUNTY requires the CONTRACTOR agrees to provide a literature search of relevant information on the history and background of the proposed Rattlesnake Mountain Shooting Facility Project all in accordance with Exhibit A attached hereto.
- The CONTRACTOR will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report shall include section 106 discussions for Cultural Resources within the project area.

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: **Chris Landreau**  
PO Box 2215  
Yakima, WA 98907  
(509) 952-5130
- b. For COUNTY: **Loretta Smith Kelty, Deputy Co. Administrator**  
Benton County  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600

5. COMPENSATION

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

- a. The CONTRACTOR shall be paid for general archaeology and historic preservation consulting services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed twelve thousand four hundred twenty dollars and zero cents (\$12,420.00) including W.S.S.T. representative.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY 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 COUNTY during the billing period. The COUNTY 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.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. 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 COUNTY, the COUNTY 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.
- f. 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 COUNTY.
- 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 COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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 COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, 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 COUNTY 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 COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. 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 County by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

c. **Other Insurance Provisions:**

- (1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

- d. **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 rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the

Benton County Prosecutor's Office. 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 COUNTY 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 COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (3) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:  
  
Benton County  
PO Box 190  
Prosser, WA 99350
- (4) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County.
- (5) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to

COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY 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 COUNTY.
- 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 COUNTY. 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 COUNTY 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 COUNTY 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 COUNTY.
- d. 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 COUNTY'S 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. INSPECTION OF BOOKS AND RECORDS

The COUNTY 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.

15. 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, or the presence of any disability.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, 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 COUNTY of any notice of such claim.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising

under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 that 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 to this Contract have executed this Contract to take effect as of the date written below.

**BENTON COUNTY**

**REISS-LANDREAU RESEARCH**

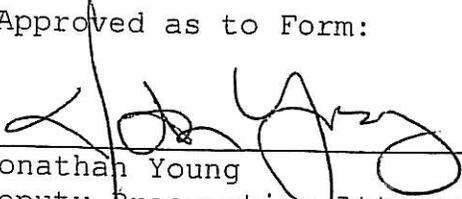
\_\_\_\_\_  
Max E. Benitz, Jr., Chairman  
Benton County Board of Commissioners

\_\_\_\_\_  
Chris Landreau, Owner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Jonathan Young  
Deputy Prosecuting Attorney

REISS-LANDREAU RESEARCH

Archaeological Consulting

PO Box 2215 Yakima WA. 98907 Phone (509) 952-5130/ Fax (509) 498-9818  
[chrislandreau@charter.net](mailto:chrislandreau@charter.net)

**A Proposal for a Section 106 archaeological review and survey inventory at the proposed Rattlesnake Mountain Firing Project, Benton County, Washington**

The APE for this project is expected to include a survey of the following areas

- #1- Hunters' Education Range: Includes range and small building site
- #1a - Hunters' Education Instructional Path: Non-shooting field instruction area
- #2 - Reactive Plinking Bay: Small pistol range
- #3 - Storage site: 2 "conex" shipping containers placed on gravel at leveled grade
- #4 - Restroom: CXT modular restroom, with drainfield on downhill side of driveway
- #6 - Hunters' Education Range Restroom and Expanded Parking
- #7 - Well: Well and wellhouse for future irrigation
- #8 - Firebreak Road: Improved driveway between lower Range facilities
- #9 - Clubhouse: Small building including restroom
- #9a - Small accessibility path around sporting clays area
- #11- Flagpole Road: 600-yard driveway connecting high-power shooting blocks
- #12 - 400 & 500 Blocks: Two shooting lines, to be constructed with fill, above grade
- #13 - Storage site: 1 "conex" shipping container placed on gravel at leveled grade
- #14 - Silhouette Range: Mid-sized future range and associated building
- #16 - Recreational Vehicle Area: Small site for overnight RV use

**Scope of Work**

1. The archaeologist will provide a literature search of relevant information on the history and background of the area, any site forms kept in Olympia, local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a walkover survey of the proposed work area (including the APE specified by Benton County), and inspect any and all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation.
3. The archaeologist will excavate up to sixty 50cm shovel probes if necessary, and up to 2 1m x 1m test units to sterile subsurface throughout the work area. Any located artifacts and/ or features will be cataloged, described, photographed and bagged if necessary for curation. Shovel testing will be determined by lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface

REISS-LANDREAU RESEARCH

Archaeological Consulting

PO Box 2215 Yakima WA. 98907 Phone (509) 952-5130/ Fax (509) 498-9818  
[chrislandreau@charter.net](mailto:chrislandreau@charter.net)

4. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic or traditional use. The archaeologist will also document any historic significance related to the range, and its potential to qualify for the National Register of Historic Places

**Project Report**

Reiss-Landreau Research will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include section 106 discussions for Cultural Resources within the project area.

**Total Projected Costs**

**\$ 12,420**

5. Timetable: three weeks from inception, for a draft report and recommendations

This project can be initiated soon, and a draft report will be submitted within three weeks of the beginning of the project. After comment, a final report will be issued within twenty days.

If any unforeseen difficulties arise in process, Benton County will be informed directly within two days with a letter, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area, and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire 106 process is complete. There must be concurrence with Washington OHAP; and tribal compliance with the final report is also critical.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: CONTRIBUTION AGREEMENT FOR PIERT ROAD,  
CE 1619 CRP BETWEEN BENTON COUNTY AND COLUMBIA ENERGY & ENVIRONMENTAL  
SERVICES, INC.

WHEREAS, Benton County and Columbia Energy & Environmental Services, Inc. entered into an agreement where Columbia Energy & Environmental Services, Inc. would contribute \$50,000 in monthly installments of \$5,000 toward the redesign of Piert Road in a location that would not affect a proposed ethanol plant and unit train, and

WHEREAS, after being informed that no progress was being made on the proposed ethanol plant, there were no longer discussions being held on sale of land to Columbia Energy & Environmental Services, Inc. for the ethanol plant and the landowner, Agrium, preferred the original alignment, the Board reselected the original alignment for Piert Road, and

WHEREAS, because the original alignment will bisect the proposed unit train, Columbia Energy & Environmental Services, Inc. has requested that the \$30,000 that they have contributed to date be returned because the terms of the agreement are no longer being met, NOW, THEREFORE

BE IT RESOLVED that Public Works is directed to return the \$30,000 contributed by Columbia Energy & Environmental Services, Inc. for the redesign of Piert Road.

Dated this 29<sup>th</sup> day of June 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD ALIGNMENT

WHEREAS, by Resolution #05-688 dated October 31, 2005, the Board of County Commissioners, after reviewing the Engineer's Report and holding public hearings, selected Alternate Route 1A as the preferred alignment for Piert Road, and

WHEREAS, in 2008, Columbia Energy requested the alignment be changed to accommodate a proposed ethanol plant and a unit train, and

WHEREAS, after a second Engineer's Report was prepared and public hearings having been conducted, the Board approved Resolution #08-779, dated September 15, 2008 changing the selected alignment for Piert Road from Alternate 1A, now known as Alternate 6, to Alternate 7, said new alignment being approximately ¼ mile East of Alternate 1A, and

WHEREAS, in 2009, after Agrium, a majority property owner on both alignments, informed the County that no progress was being made on the proposed ethanol plant, there were no longer discussions being held on sale of land to Columbia Energy for the ethanol plant and they, Agrium, preferred the original alignment, the Board has now determined that the reason for moving Piert Road from the original alignment to the new alignment no longer exists, NOW, THEREFORE

BE IT RESOLVED that Alternate Route 1A, now known as Alternate 6, as shown on the Engineer's Report dated September 20, 2005 be reselected as the preferred route for the new Piert Road alignment.

Dated this 29<sup>th</sup> day of June 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB

R E S O L U T I O N

n

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PURCHASES RE: CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

WHEREAS, by resolution dated June 22, 2009, award was made to WONDRACK DISTRIBUTING, INC., Kennewick, Washington, for CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL; and

WHEREAS, the Contract has been executed by WONDRACK DISTRIBUTING, INC.; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Contract, a copy of which is on file in the Public Works Department.

Dated this 29th day of June, 2009

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board  
of County Commissioners  
Benton County, Washington.

SWB:LJM:dlh

CONTRACT  
CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

2009

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of June, 2009, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and WONDRACK DISTRIBUTING, INC., Kennewick, Washington, hereinafter called "the Contractor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

I. This Contract is governed by the terms and conditions set forth herein and as set forth in the Request for Bids and Contractor's Proposal attached hereto as Exhibit A (pages 1 through 8).

II. The Contractor shall provide to the County and the County shall obtain from the Contractor the card lock service described and set forth in the Request for Bids and Contractor's Proposal (Exhibit A).

III. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Request for Bids and Contractor's Proposal (Exhibit A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor's price to the County as set forth in the Contractor's proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor's major supplier.

IV. The Contractor agrees to furnish card lock service to the County at locations within the County.

V. The Contractor agrees and covenants to indemnify, defend, and save harmless the County from loss, damage, liability or expense to persons or property arising from the neglect, omission, or default of the Contractor. In case any suit or cause of action shall be brought against the County on account of any neglect, omission, or default on the part of the Contractor, the Contractor agrees to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses, and any and all judgements that may be incurred or obtained against the County.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

by:   
Title: SANITATION MANAGER

COUNTY OF BENTON

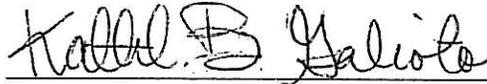
by: \_\_\_\_\_  
Chairman, Board of Benton  
County Commissioners

ATTEST:

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
Benton County Prosecuting Attorney

Date 06/23/09

**EXHIBIT A**

OFFICE OF THE BENTON COUNTY ENGINEER  
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

PROPOSALS FOR: CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

BIDS RECEIVED: MONDAY, JUNE 15, 2009 AT 1:30 P.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: MONDAY, JUNE 15, 2009, AT 2:00 P.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY PUBLIC WORKS DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you can provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - CARD LOCK SERVICE FOR FUEL", and delivered to the Benton County Engineer, P. O. Box 1001, 620 Market St., Prosser, Washington 99350-0954, NO LATER THAN 1:30 P.M., LOCAL TIME, MONDAY, JUNE 15, 2009. INCOMPLETE, UNSIGNED, AND LATE BIDS WILL NOT BE ACCEPTED.

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

2. PARTICIPATION:

Other departments of Benton County may participate in this contract. Each department will separately order, receive, and pay for their requirements.

In accordance with RCW 39.34 "Interlocal Cooperative Agreement", political subdivisions may participate in this contract. Political subdivisions will separately order, receive, and pay for their requirements.

The City of Prosser has requested to be a participant in this contract.

3. QUALIFICATION OF BIDDER:

At the time of bid opening, bidder must be an established refinery distributor or dealer with facilities, personnel, and equipment to perform all requirements in the event of award. Bidder shall provide such documentation as to its ability to perform as the County may require.

4. EXECUTION OF CONTRACT:

Successful bidder may be required to enter into formal contract; however, in the absence of such requirements it is agreed by the bidder that his bid submitted, together with notice of award in the form of a County Purchase Order signed by the Public Works Manger or his designee, will together constitute a contract fully binding on both parties thereto.

5. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

6. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of State Taxes and other taxes. See Section 14 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the present Washington State Sales Taxes and/or Fuel Oil Taxes during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

7. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, bidder's location of fueling facilities and type of services offered, and prices quoted herein.

Benton County has two major business locations where the majority of county personnel and county vehicles are located:

BENTON COUNTY JUSTICE CENTER	&	BENTON COUNTY COURTHOUSE
7122 W Okanogan Place Bldg A		620 Market Street
Kennewick, Washington 99336		Prosser, Washington 99350

The award of the contract will be made to the bidder with the lowest total points based on the following:

The per gallon bid price; the distance traveled to the bidder's fueling facilities nearest the County's two main business locations listed above (as determined by Map Quest); and the type of restroom facilities available (i.e. permanent with running water and electricity, portable, or none) at the nearest locations.

The point system is as follows:

- per gallon bid price including all taxes and fees except for Federal Motor Fuel Tax and Washington State Sales Tax (i.e. \$1.999 = 1.999 points).
- distance traveled to the nearest facility from the County's two main business locations identified above (i.e. 0 to 1 mile = 0 points; 1 - 2 miles = 2 points; 2 - 4 miles = 4 points; and 4 + miles = 6 points); and
- restroom facilities (i.e. permanent = 0 points; portable = 2 points; none = 3 points).

Each bidder shall attach a list of their fueling facilities located in or near the Cities of Prosser, Kennewick, and Richland along with a street address for each facility and the type of restroom facilities available at each facility.

8. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within ten (10) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

9. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of July 2009 and terminating on the 30th day of June 2010.

10. CONTRACT RENEWAL

Upon agreement by each party, this contract may be renewed upon the same terms and conditions, for additional one-year contract periods for a maximum of four additional years.

11. SCOPE:

This Bid Proposal is for the purpose of obtaining fuel from card lock facilities located in the cities of Prosser, Kennewick, and Richland. The following grades of fuel shall be available at each card lock facility:

- a. Premium Unleaded Gasoline (octane rating minimum 91)
- b. Regular Unleaded Gasoline (octane rating minimum 87)
- c. Ultra Low Sulfur No. 2 With Lube Diesel Fuel

All fuel products offered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

The volume figures listed below represent an annual usage for 2008 and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

<u>FUEL TYPE</u> .....	<u>ESTIMATE</u>
Premium Unleaded Gasoline .....	80 gallons
Regular Unleaded Gasoline .....	124,800 gallons
Ultra Low Sulfur No. 2 With Lube Diesel Fuel.....	2,100 gallons

12. REQUIREMENTS:

- a. All bidders must indicate whether they are a:  
 Manufacturer \_\_\_\_\_ or a Dealer/Distributor  X .
- b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

<u>FUEL TYPE</u>	<u>MAJOR SUPPLIERS</u>	<u>REFERENCE CITY</u>
PREMIUM UNLEADED GASOLINE	<u> Chevron </u>	<u> Pasco </u>
REGULAR UNLEADED GASOLINE	<u> Chevron </u>	<u> Pasco </u>
ULTRA LOW SULFUR NO. 2 DIESEL FUEL	<u> BP </u>	<u> Pasco </u>

- c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.
- d. The vendor will provide, at no cost to Benton County, card lock cards for each Benton County employee or each Benton County vehicle depending upon the request of each Benton County Department.

13. PRICING. PRICE ESCALATION - FUEL:

- a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the

nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and **OPIS DAILY PUBLISHED AVERAGE** rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.

- b. Bidder shall specify his major supplier (see Section 12, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one or more specified supplier product prices for a reference city, the listed average price for that city will be used.
- c. For bidding purposes Contractor shall use OPIS Pricing for Confirmed Moves through June 4, 2009.
- d. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- e. If it appears that an error has occurred in any OPIS issue, the Benton County Public Works Department will contact the publisher for clarification.

14. TAX PROVISIONS:

The quoted price for Premium and Regular Unleaded Gasoline shall include all applicable taxes as follows:

Washington Oil Spill Response	\$ <u>.001</u> per gallon.
Washington Hazardous Substance Tax	<u>0.7</u> %
Washington Motor Excise Tax	\$ <u>0.375</u> per gallon.
Federal Environmental Fees (Lust & Oil Spill)	\$ <u>0.0029</u> per gallon.

The quoted price for ULS No. 2 Diesel Fuel shall include:

Washington Oil Spill Response	\$ <u>.001</u> per gallon.
Washington Hazardous Substance Tax	<u>0.7</u> %
Washington Motor Excise Tax	\$ <u>0.375</u> per gallon.
Federal Environmental Fees (Lust & Oil Spill)	\$ <u>0.0029</u> per gallon.

The quoted price for Premium Unleaded & Regular Unleaded Gasoline and ULS No. 2 Diesel Fuel shall NOT include:

- Federal Motor Fuel Tax
- Washington State Sales Tax

15. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

Gasoline shall be available in two grades, known as "Premium" Unleaded and "Regular" Unleaded.

The products shall conform to the requirements of the Tentative Specifications for Gasoline as approved by the American Society for Testing Materials, ASTM Designation D 439-81. The minimum Octane ratings shall conform to the Average Knock Index (R + M/2) as follows:

"Premium" Unleaded minimum Octane 91; and

"Regular" Unleaded minimum Octane 87.

The seasonal variations in volatility and vapor pressure shall be substantially maintained in accordance with the schedule set up for the State of Washington as set forth in ASTM Specifications above noted.

Bidders shall give the following information relative to each grade of gasoline bid upon, in spaces provided.

a. The name of the brand under which the gasoline is offered for sale to the general public.

"Premium" Unleaded Gasoline Brand: Chevron

"Regular" Unleaded Gasoline Brand: Chevron

b. The nature of any added substances other than volatile petroleum hydrocarbons.

"Premium" Unleaded Gasoline Brand: None

"Regular" Unleaded Gasoline Brand: None

c. The guaranteed average and minimum Octane Number for "Premium" and "Regular" Grade Gasoline:

"Premium" Unleaded Gasoline Brand: Average 92 Minimum 92

"Regular" Unleaded Gasoline Brand: Average 87 Minimum 87

d. The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur" No. 2 Diesel:

"UL S" No. 2 Diesel: Average 15 PPM Maximum 15 PPM

16. SUBCONTRACTING:

Subcontracting of any portion of this contract must receive prior written approval from Benton County.

17. VENDOR REPORTS:

The vendor shall furnish the purchaser with a monthly report summarizing product deliveries made to purchaser's vehicles. The report must identify each user and each vehicle the product was delivered to.

18. FUEL ALLOCATIONS:

If supplies should be allocated (whether as a result of government or company action) the purchaser shall authorize direct agency participation in the vendor's program, including the transfer of allocation volumes between user locations or among various users.

19. ALTERATIONS AND DEVIATIONS:

No alterations in any of the terms, conditions or specifications of this bid document shall be effective without the written consent of

Benton County.

Deviations from any part of this document must be clearly noted and explained in complete detail on the bidder's return bid document.

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned, having read all the requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish Petroleum Products as specified herein as follows:

	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>PRICE PER GALLON</u>
"PREMIUM" UNLEADED GASOLINE:	(Chevron )	(Pasco)	\$ 2.6724
	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>PRICE PER GALLON</u>
"REGULAR" UNLEADED GASOLINE:	(Chevron)	(Pasco)	\$ 2.5617
	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>PRICE PER GALLON</u>
"ULTRA LOW SULFUR" NO. 2 DIESEL FUEL:	( BP )	(Pasco)	\$ 2.2908

FUELING FACILITY LOCATIONS:

424 9<sup>th</sup> Street Prosser WA. 99350  
(street address and city)

601 N. Kellogg st. Kennewick WA. 99336  
(street address and city)

206 N. gum Street Kennewick WA. 99336  
(street address and city)

917 Aaron Drive Richland WA. 99352  
(street address and city)

2502 N. 4<sup>th</sup> Street Pasco WA. 99301  
(street address and city)

919 E. Ainsworth Pasco WA. 99301  
(street address and city)

221 W. Vineyard Drive Pasco WA. 99301  
(street address and city)

RESTROOM FACILITY TYPE:

Permanent Portable None  
(circle one of the above)

Permánent Portable None  
(circle one of the above)

Permanent Portable None  
(circle one of the above)





# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JAIL DEPRECIATION RESERVE FUND NUMBER 0142-101, JAIL DEPRECIATION , DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Jail Depreciation Dept Nbr: 000  
 Fund Name: Jail Depreciation Reserve Fund Nbr: 0142-101

TRANSFER FROM:		TRANSFER TO:	
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM (4 digit)	BASE SUB (6 digit)
594.230	6401	4102	523.500
	Capital Outlay - Hardware		Contract Services
TOTAL		TOTAL	
		\$12,928	
		\$12,928	

**Explanation:**  
 The replacement of the heat pump was paid out of the Capital Outlay line item 594.230.6401. However, since the heat pump is being replaced and there is no significant change in capacity or features, it does not meet Benton County's Capital Policies and Procedures (Resolution 03-429). The Sheriff's Office would like to transfer the money from Capital Outlay to Contract Services so a coding correction can be done to correct the error.

Prepared by: Keith Mercer Date: 23-Jun-2009

Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member  
 \_\_\_\_\_  
 Member

9:05

## INTERLOCAL AGREEMENT FOR USE OF OFFICE OF PUBLIC DEFENSE SERVICES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of \_\_\_\_\_, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City prosecutes misdemeanor and gross misdemeanor violations of its Municipal Code in Benton County District Court ("District Court"). Pursuant to the Sixth Amendment of the United States Constitution, Section 22 of the Washington State Constitution, and Courts of Limited Jurisdiction Criminal Rule 3.1, the City has a legal obligation to provide defense counsel to all indigent criminal defendants it prosecutes. The City wishes to utilize the administrative services of County's existing Office of Public Defense (hereinafter "BCOPD") to provide indigent defense counsel in criminal misdemeanor cases the City prosecutes, so as to fulfill its legal obligations in that regard.

### 2. DEFINITIONS.

- (a) "BCOPD District Court Expenditures" shall mean that portion of the BCOPD Budget that is expended on providing indigent defense services in District Court.
- (b) "City Defendant" shall mean a person who stands accused, in a criminal proceeding in District Court, of a crime that constitutes the violation of a provision of City's Municipal Code.
- (c) "Criminal case filing" shall mean a criminal case filed in District Court under a case number separate and unique from any other case in District Court and shall include traffic criminal cases, non-traffic criminal cases, and DUII criminal cases. Criminal case filing shall not, for purposes of this Agreement, include felony cases that are filed by the City in Benton County Superior Court, or any civil or other non-criminal case filing (including, without limitation to, infractions).

### 3. SERVICES PROVIDED.

- (a) County shall, through and utilizing a combination of independent contractors and/or County employees as it deems appropriate, provide public indigent defense services to indigent defendants facing criminal charges prosecuted by City in District Court ("Defense Services"). The number of contractors and/or employees utilized to provide the Defense Services shall be sufficient to handle caseload volumes in a manner generally consistent with applicable

public indigent defense standards. PROVIDED, that in the event County intends to hire new County employees to provide indigent defense services in City's docket(s), County shall seek and receive the concurrence of City before such action.

- (b) The Defense Services provided by County shall include and be limited to the administrative oversight and management of the following matters:
- i. Individual defense attorney caseloads;
  - ii. Contract management for all contractor defense attorneys including monitoring contract compliance with: a) insurance coverage requirements, background investigation, continuing legal education ("CLE") requirements, and caseload reporting (including private cases) requirements;
  - iii. Financial costs of providing public indigent defense in District Court including the compensation of defense attorneys, receiving, verifying and auditing claims for additional compensation (such as for handling appeals, additional cases, trial per-diems, and investigator and expert expenses), maintenance and management of necessary files and records, compliance with State reporting requirements and responding to State audits;
  - iv. Receiving, investigating, and resolving complaints against indigent defense attorneys filed by represented City Defendants;
  - v. District Court docket assignments; and
  - vi. Assignment of cases to defense attorneys as needed and delegated by the District Court bench.

4. COMPENSATION FROM CITY. City shall pay County as compensation for its provision of District Court Defense Services as follows:

- (a) City shall compensate County by applying the following formula to determine the total annual compensation owing for any given calendar year: (BCOPD Benton County District Court Expenditures for legal services) x (City's percentage of criminal case filings in District Court for the prior calendar year).
- (b) In addition to the compensation determined in section 4(a) herein, City shall also pay an administrative fee, which shall compensate County for the services it provides pursuant to this Agreement as described in Section 3 herein. The fee shall, on an annual basis, equal 5% of the total compensation calculated in Section 4(a).

5. PAYMENT. County shall bill City for the compensation amounts determined and owing under Section 4 above by submitting a monthly invoice to City, equal to the amount determined in section 4 above ~~based on the actual pro-rated into equal-monthly amounts,~~ on or before the 15th day of each month, and City shall pay County within 30 days from invoice receipt. ~~Invoice balances overdue 30 days or more will be subject to a late charge of 1% per month (12% per annum).~~ City agrees to pay any attorneys' fees or costs incurred by County to collect delinquent unpaid invoices.

6. METHOD AND MANNER OF SERVICES. County will consider any reasonable request or suggestion from City regarding the method and manner of providing Defense Services in District Court. Furthermore, County agrees to reasonably consult with City prior to instituting any substantial change(s) in the method and manner of providing public indigent defense services that have a potential financial impact on the total cost of providing indigent defense services in District Court. However, City agrees that County has ultimate and final discretion and control over the method and manner of providing public indigent defense services in general and specifically over the method and manner of providing Defense Services under this Agreement including, but not limited to, ultimate and final discretion and control over the following matters:

- (a) The number of attorneys used to provide indigent defense services;
- (b) The selection, retention, discipline and termination of attorneys to provide indigent defense services;
- (c) The decision on whether to provide the Defense Services contemplated by this Agreement through County employees or independent contractors; and
- (d) The assignment or re-assignment of individual defense attorneys to different court dockets.

8. COST OF ATTORNEY MISCONDUCT OR DISQUALIFICATION. In the event that an attorney contracted with to provide indigent defense services contemplated by this Agreement and assigned to provide services on City's docket is found to have engaged in criminal misconduct, or is, for any other reason and is, as a result, disqualified to continue rendering legal services by the State Bar Association, District Court, Benton County policies on indigent defense, or by the terms and conditions of the professional services agreement pursuant to which such attorney provided indigent defense services, any additional administrative, professional services, or legal costs incurred as a result thereof shall be added to, and considered a part of, that particular calendar year's BCOPD Benton County District Court Expenditures for legal services, for purposes of calculating compensation as set forth in Section 4 of this Agreement.

9. INDIGENT DEFENSE BUDGET. For each year this Agreement is in force, County

shall meet and consult with City during the period of time allocated for determining County's District Court indigent defense budget for the subsequent year.

10. NON-DISCRIMINATION POLICY. It is the County's policy that no person shall be subjected to discrimination in the County or by its contractors because of race, color, national origin or ancestry, sex, gender identity, age, religion, creed, marital status, familial status, sexual orientation, political affiliation, veteran status, or the presence of any physical, mental, or sensory handicap.

The City's execution of this Agreement constitutes the City's written assurance that it will fully comply with the County's Non-Discrimination Policy.

11. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is provided pursuant to the provisions of RCW 39.34.030:

- (a) The duration and term of this Agreement shall be five years commencing and effective on July 1, 2009;
- (b) The BCOPD shall be responsible for the administration of this Agreement as provided by Section 12 hereof;
- (c) The purpose of this Agreement is to permit City to utilize the services of the BCOPD in providing indigent defense services to indigent defendants charged with crimes by City in District Court;
- (d) Termination of this Agreement shall be as provided in Section 14 hereof;
- (e) This Agreement shall be administered as provided in Section 12 hereof; and
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

12. ADMINISTRATION. The BCOPD shall administer this Agreement.

13. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

14. DURATION. This Agreement shall be effective from the date of execution and shall be in force for a period of five years unless earlier terminated pursuant to Section 15 below.

This Agreement shall automatically renew for periods of one year unless one party provides 6 months advance notice prior to the end of the term of intent not to renew.

15. TERMINATION. This Agreement may be terminated prior to the end of its term by either County or City with or without cause upon not less than one hundred and eighty (180) days' advance written notice.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties relating to the subject matter hereof. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

18. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

19. DISPUTE RESOLUTION.

- (a) In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and the City shall pay the other one-half of such fees and expenses.
- (b) In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and the City shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton County Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages,

specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

20. REPRESENTATIVES. Each party to this Agreement shall designate and maintain a party-representative for purposes of contact and communications between the parties relating to the subject matter of this Agreement. Either party may change its representative at any time upon written notice to the other party stating the name, title, and both street and mailing address of the party's new designated representative.

The parties' representatives are as follows:

For the County: Eric Hsu  
Indigent Defense Coordinator  
7122 W. Okanogan Pl, Bldg A  
Kennewick, WA 99336  
(509) 737-3521

For the City \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices by either party shall be in writing and shall be served upon the other party's representative. Notices shall be deemed to have been duly-served and received 3 business days after mailing, or immediately upon personal service.

Dated: \_\_\_\_\_

BENTON COUNTY, WASHINGTON

\_\_\_\_\_  
MAX BENITZ, JR., Chairman.

\_\_\_\_\_  
LEO BOWMAN, Member.

\_\_\_\_\_  
JIM BEAVER, Member.

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

DATED: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

Approved as to Content:

\_\_\_\_\_  
ERIC HSU  
Benton County Indigent Defense  
Coordinator

Approved as to Form:

\_\_\_\_\_  
TIMOTHY G. KLASHKE  
Attorney at Law

Dated: \_\_\_\_\_

CITY OF \_\_\_\_\_,  
WASHINGTON

By: \_\_\_\_\_

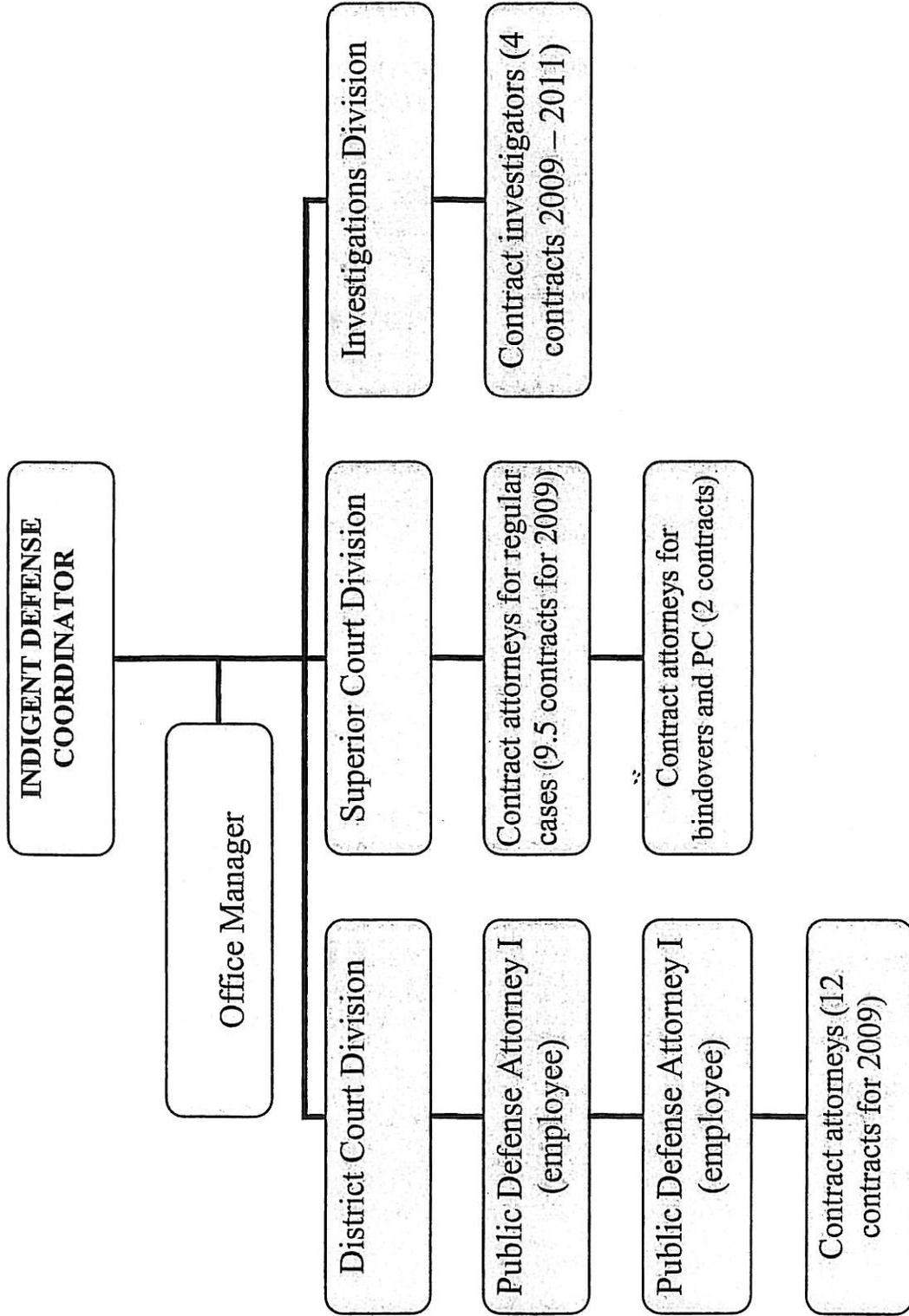
Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**BENTON COUNTY OFFICE OF PUBLIC DEFENSE**  
Organizational Chart as of June 29, 2009



**PROSECUTING ATTORNEY  
BENTON COUNTY, WASHINGTON**

**ANDY MILLER**  
PROSECUTING ATTORNEY

**RYAN K. BROWN**  
CHIEF DEPUTY, CIVIL

**SCOTT W. JOHNSON**  
CHIEF DEPUTY, CRIMINAL

**TERRY J. BLOOR**  
CHIEF CRIMINAL DEPUTY

**MARGARET AULT**  
ADMINISTRATOR

7122 West Okanogan Place, Building A  
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066  
Prosser Fax

**DEPUTIES**

JULIE E. LONG  
TIMOTHY A. SKEELS  
ADRIENNE M. FARABEE  
DAVID S. BROUSSARD  
ANITA PETRA  
JENNIFER L. JOHNSON  
SARAH H. PERRY  
KATHLEEN B. GALIOTO  
RONALD D. BOY  
MEGAN A. BREDEWEG  
ARTHUR J. BIEKER  
KRISTINA M. MCROBERTS  
JENNY L. JOHNSON  
JONATHAN J. YOUNG  
ALLISON T. HEWITT  
ERIN WALLACE  
CHRISTINE M. BENNETT  
BRENDAN M. SIEFKEN  
JAYNE W. BOUCHFAA

\*Rule 9

**TRANSMITTAL SHEET**

**TO:** Eric Hsu  
**FROM:** Rosemary  
**DATE:** 06/25/09  
**RE:** Proposed Ordinance  
Re Indigent Defense Services

IF BY FAX

**TO: FAX NUMBER:**

**FROM: FAX NUMBER:**

BY MAIL

BY-E-MAIL IN PDF FORMAT

BY REGULAR MAIL TRANSPORT

**NUMBER OF PAGES:** 14 + 1

**NOTES/COMMENTS:**

Your changes as provided by today's  
e-mail have been made. /Ro

SEE ATTACHED

PER YOUR REQUEST

PER OUR TELEPHONE CONVERSATION

FOR YOUR REVIEW & COMMENT

FOR ACTION

URGENT

ALL OF ABOVE

**REQUESTED BY:**

**FOR:**

**CC:**

w/Encl

w/o Encl

**CONFIDENTIALITY NOTICE**

The information in this fax message is privileged and confidential. It is intended only for the use of the recipient named above (or the employee or agent responsible to deliver it to the intended recipient). If you received this in error, you are notified that any dissemination, distribution, or copying of this fax is strictly prohibited. If you have received this message in error, please notify us by telephone (509) 786-5608.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to indigent defense services, adding a new chapter to Title 5 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. There is hereby added a new Chapter to Title 5 of the Benton County Code to be entitled "Indigent Defense Services" which shall contain the new sections which follow.

SECTION 2. APPLICABILITY. This Ordinance shall apply to indigent defense services provided in Benton County, Washington.

SECTION 3. PURPOSE. The purpose of this Ordinance is to establish standards and procedures for the selection, employment, and appointment of attorneys to provide indigent defense representation through the Office of Public Defense to indigent persons requiring such representation. This is for the protection of the public health, safety, and general welfare of the residents of Benton County.

SECTION 4. DEFINITIONS. For the purposes of this Ordinance, the following words and phrases shall have the indicated meanings.

(a) "BFOPD" means the Benton and Franklin Counties Office of Public Defense.

(b) "CLE" refers to continuing legal education classes approved for credit by the Washington State Bar Association.

(c) "IDC" means the Indigent Defense Coordinator, appointed by the Boards of County Commissioners of Benton County and Franklin County, who serves as the Coordinator for indigent defense services in the Benton & Franklin Counties Office of Public Defense.

(d) "RALJ Misdemeanor Appeals" refers to appeals handled pursuant to the Limited Jurisdiction Court Appeals rules as promulgated by the Washington State Supreme Court.

(e) "RPC" means the Rules of Professional Conduct.

(f) "SPRC" refers to the Superior Court Special Proceedings-Criminal as promulgated by the Washington State Supreme Court.

(g) "WSBA" means the Washington State Bar Association.

(h) "WSBA Indigent Defense Standards" refers to the document entitled, "Standards for Indigent Defense Services" adopted by the Washington State Bar Association Board of Governors on September 20, 2007.

SECTION 5. ADMINISTRATION. The Indigent Defense Coordinator, appointed by the Boards of County Commissioners of Benton County and Franklin County shall serve as the Coordinator for Indigent Defense Services in the Benton & Franklin Counties Office of Public Defense and shall have responsibility for the administration and enforcement of this Ordinance.

SECTION 6. SELECTION OF ATTORNEYS. The County shall endeavor to maintain a pool of available attorneys for indigent defense cases. The pool of attorneys shall be appropriate for the number and nature of cases anticipated to be filed in District and Superior Court or any specialty dockets or subdivisions existing in such Courts, including the Juvenile Division of Superior Court. The attorneys may be staff attorneys directly employed by the County or they may be independent contractor attorneys contracted to provide services on one or on many cases, as necessary.

Attorneys who are retained by contract shall be selected by the Indigent Defense Coordinator who should solicit input from the Judges of the Court(s) in which such attorneys will primarily be practicing.

The selection process for contract attorneys shall be an open process whereby proposals shall be accepted from all interested and qualified attorneys, and where the availability of contracts shall be advertised by a means reasonably calculated to attract the attention of interested and qualified attorneys in the area or in the State.

Law enforcement officials and prosecutors shall not provide any input into the process of selecting indigent defense attorneys. Furthermore, any input provided by either of such parties shall be specifically disregarded in the process of selecting attorneys.

If the County requires legal advice to do with any aspect of selection of indigent defense attorneys, such advice shall be provided by a special deputy prosecuting attorney, selected and appointed by the Prosecuting Attorney, who is not an employee of the County Prosecuting Attorney's Office.

SECTION 7. SELECTION OF ATTORNEYS--CONTRACTS. (a) All contracts for indigent defense services shall be in writing, shall be executed by the Board of County Commissioners, and, as much as possible, shall be executed either prior to or contemporaneous with the appointment of cases thereunder. In cases where it is not practical or possible to execute such contracts prior to or contemporaneous with the appointment of cases, a written contract should be executed as soon thereafter as possible.

(b) The County shall not contract with attorneys who have been:

(1) on two separate occasions, found by any Court of competent jurisdiction, to have rendered ineffective assistance of counsel to any criminal defendant; or

(2) formally censured, reprimanded, or suspended, under such circumstances as would call into question their fitness to represent criminal defendants.

(c) Contracts for indigent defense services shall address temporary substitution of attorneys in the event of attorney unavailability. All substitute attorneys shall meet the requirements of this Ordinance and must be approved by the Indigent Defense Coordinator. No indigent defense services contract shall be assigned from one attorney to another. Rather, contract privity should be established with all temporary substitute attorneys for substitutions in excess of one week.

(d) Contract attorneys shall be contractually required to ensure that the amount of their private practice is never of such an amount that it interferes with their ability to fulfill their duties under their indigent defense contract. Staff attorneys shall be prohibited from having any sort of private practice.

(e) Attorneys contracted to provide indigent defense services shall maintain a case reporting and management information system that includes the number and types of cases, attorney hours, and disposition for each case served at public expense and paid for by the County. Such system shall be maintained independently from client files so as to disclose no privileged information. Furthermore, data from such system must be available to the County upon request for audit, billing verification or other legitimate purpose.

(f) Neither the County, in its selection of attorneys to provide indigent defense representation, nor the attorneys selected or employed, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, sex, sexual orientation or handicap. Both the County and the attorneys shall comply with all federal, state, and local non-discrimination requirements.

SECTION 8. COMPENSATION. Attorneys who perform indigent defense services pursuant to a contract with the County should be compensated in an amount and manner reasonable and appropriate to their level of skill and experience, as well as their caseload and other responsibilities pursuant to the contract.

Attorneys shall also be compensated for approved out-of-pocket expenses specifically related to assigned cases.

Attorneys who have a conflict of interest shall not be required to bear the cost of substitute counsel; provided, that notice of the conflict is provided within reasonable time parameters established by contract, County policy, or policies of the Benton and Franklin Counties Office of Public Defense.

SECTION 9. ATTORNEY APPOINTMENT--DUTIES AND RESPONSIBILITIES--CASE LOAD LIMITS AND TYPES OF CASES. (a) The County shall bear the expenses for, and through the Benton and Franklin Counties Office of Public Defense "BFOPD" shall, appoint an indigent defense attorney for all cases or matters where applicable case law, rule or statute requires that such attorney be appointed.

In cases where appointment of an attorney is mandated, an attorney should be afforded to defendants, on a provisional basis if necessary, at the earliest stage of proceedings where defendants may potentially suffer adverse consequences in the form of incarceration, detention, or deportation/denial of citizenship or naturalization.

(b) Defense services shall be provided to all qualified indigent defendants in a professional, skilled manner consistent with standards set forth by the Washington State Bar Association "WSBA" including the Rules of Professional Conduct "RPC", applicable case law, and appropriate Court rules. The Attorney's primary and most

fundamental responsibility in all appointed cases is to promote and protect the best interests of the indigent client.

(c) The caseload of appointed attorneys should allow each such attorney to give each indigent client the time and effort necessary to ensure effective representation. Appointed attorneys should not accept a workload that, by reason of its excessive size, interferes with the rendering of quality representation.

(d) The County, through the BFOPD, shall monitor and ensure that caseloads are reasonable considering types of cases and the recommendations of the WSBA Indigent Defense Standard Three.

SECTION 10. DEFENDANTS--INDIGENCY SCREENING--RECORDS--FEES. Defendants seeking the appointment of an indigent defense attorney shall be screened for indigency pursuant to the provisions of RCW 10.101.020. Screenings shall require a written application completed under oath by the defendant, and the standard form of application as provided by the Washington State Office of Public Defense should constitute the written application.

Records of indigency screening should be retained for the period of time prescribed by applicable statute or administrative rule, including any administrative rule applicable to its existence as a public record.

To the extent possible, indigency screening should be user fee based and should require applicants who are indigent but able to contribute toward the cost of their representation (as provided in RCW 10.101.020(5)) to execute promissory notes at the time counsel is appointed.

SECTION 11. INVESTIGATIVE SERVICES, EXPERT SERVICES, AND OTHER SERVICES--SELECTION--FEES. Investigative services, expert services, and other services are necessary for the preparation and presentation of a defense case.

(a) The County shall provide for access to reasonable numbers of investigators considering the number and complexity of cases being filed, the number of attorneys, logistical considerations, and the recommendations contained in WSBA Indigent Defense Standard Six. Such investigators may be employees of the County, independent contractors, or a reasonable combination thereof.

If independent contractor investigators are provided, then Benton and Franklin Counties Office of Public Defense "BFOPD" shall publish a list of approved investigators or investigation firms and shall execute open contracts with such investigators or firms. Such contracts shall address, at a minimum, the terms and conditions of service, hourly rates, and procedures for billing including the detail necessary in such billings so as to allow the County to maintain accountability for moneys spent on such investigators. Appointed attorneys shall not utilize the services of investigators not on the approved list except upon prior written approval at the sole discretion of the Indigent Defense Coordinator.

(b) Appointed attorneys shall be free to select the expert of their choosing; provided, that such experts are indeed qualified to provide advice or testify in their field of expertise and are willing to agree to charge such fees as are approved by the BFOPD.

(c) Reasonable compensation for investigative services, expert services, or other services necessary for the preparation and presentation of the defense case shall be provided upon application for payment pursuant to rules for such a process promulgated by the BFOPD.

(d) Fees for investigative services, expert services, or other services shall be maintained and allocated from funds separate from those provided for attorney compensation.

SECTION 12. ADMINISTRATIVE EXPENSES AND SUPPORT SERVICES. To the extent it hires staff attorneys to provide indigent defense services, the County shall provide such staff attorneys it employs with administrative and support services comparable to that which is provided to other comparable County departments and offices. Contract attorneys are responsible for their own administrative and support services and such services should be considered in determination of compensation.

SECTION 13. MONITORING OF ATTORNEY CONTRACTS AND SERVICES. The Benton and Franklin Counties Office of Public Defense "BFOPD" through its appointed Indigent Defense Coordinator shall provide contract oversight over contract attorneys, and shall supervise the work of staff attorneys. The Benton and Franklin Counties Office of Public Defense responsibilities shall include, but are not limited to:

- (a) ensuring contract compliance,
- (b) monitoring caseload numbers,
- (c) providing financial support for reimbursement of out-of-pocket expenses, and
- (d) addressing complaints by indigent defendants.

SECTION 14. ATTORNEY QUALIFICATIONS--MINIMUM PROFESSIONAL QUALIFICATIONS. In order to assure that indigent accused persons receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services should meet the following minimum professional qualifications:

- (a) satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court;
- (b) be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and
- (c) be familiar with the collateral consequences of a conviction, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
- (d) be familiar with mental health issues and be able to identify the need to obtain expert services; and

(e) complete seven (7) hours of continuing legal education within each calendar year in courses relating to their public defense practice.

SECTION 15. TRAINING. Attorneys providing public defense services shall participate in regular training programs on criminal defense law, including a minimum of seven (7) hours of continuing legal education annually in areas relating to their public defense practice.

Attorneys specializing in particular areas of indigent defense practice such as but not limited to: involuntary treatment act, juvenile law, or drug court, should endeavor, whenever possible, to attend continuing legal education appropriate to their area of specialization.

SECTION 16. ATTORNEY REPRESENTATION IN SPECIFIC CLASSES OF CASES. (a) Attorneys to be appointed to provide representation in special classes of cases should meet the minimum standards prescribed in Section 17 through Section 30 below prior to appointment to such cases. Such specific classes of cases include:

- (1) Death Penalty Cases
- (2) Adult Felony Cases - Class A
- (3) Adult Felony Cases - Class B
- (4) Adult Felony Case - All Other Class B Felonies, Class C Felonies, Probation or Parole Revocation Cases
- (5) Persistent Offender (Life Without Possibility of Release) Cases
- (6) Juvenile Cases - Class A
- (7) Juvenile Cases - Class B and Class C
- (8) Juvenile Status Offenses Cases
- (9) Misdemeanor Cases
- (10) Dependency Cases
- (11) Civil Commitment Cases
- (12) Contempt of Court Cases
- (13) Specialty Court (e.g. mental health court, drug diversion court, homelessness court) Cases
- (14) RALJ Misdemeanor Appeals to Superior Court Cases

(b) In the event that an attorney who does not meet the minimum standards for some class of cases is appointed to such a case, it is that attorney's responsibility to advise the Indigent Defense Coordinator and the Court of that fact and either arrange for mentoring by a more experienced attorney, engage in a free-of-charge case consultation with a State Office of Public Defense Attorney who is qualified for such a case (for cases other than death penalty cases), or ask that the case be re-assigned to a qualified attorney.

SECTION 17. REPRESENTATION IN A DEATH PENALTY CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney acting as lead counsel in a death penalty case or an aggravated homicide case in which the decision to seek the death penalty has not yet been made shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) have at least five (5) years criminal trial experience; and

(c) have prior experience as lead counsel in no fewer than nine (9) jury trials of serious and complex cases which were tried to completion; and

(d) have served as lead or co-counsel in at least one jury trial in which the death penalty was sought; and

(e) have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and

(f) have completed at least one death penalty defense seminar within the previous two (2) years; and

(g) meet the requirements of SPRC 2.

The defense team in a death penalty case should include, at a minimum, the two (2) attorneys appointed pursuant to SPRC 2, a mitigation specialist, and an investigator. Psychiatrists, psychologists, and other experts and support personnel should be added as needed.

SECTION 18. REPRESENTATION IN AN ADULT FELONY CASE - CLASS A--  
ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

(a) the minimum requirements set forth in Section 14 above; and

(b) either, has served two years as a prosecutor; or

(1) has served two (2) years as a public defender, or two (2) years in a private criminal practice; and

(2) has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in three (3) felony cases that have been submitted to a jury.

SECTION 19. REPRESENTATION IN AN ADULT FELONY CASE - CLASS B--  
ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Violent Offense or Sexual Offense. Each attorney representing a defendant accused of a Class B violent offense or sexual offense as defined in RCW 9A.20.020 shall meet the following requirements:

(a) the minimum requirements set forth in Section 14 above; and

(b) either:

(1) has served one year as a prosecutor; or

(2) has served one year as a public defender, or one year in a private criminal practice; and

(c) has been trial counsel alone or with other counsel and handled a significant portion of the trial in two (2) Class C felony cases that have been submitted to a jury.

SECTION 20. REPRESENTATION IN AN ADULT FELONY CASE - ALL OTHER  
CLASS B FELONIES, CLASS C FELONIES, PROBATION OR PAROLE REVOCATION--  
ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing

a defendant accused of a Class B felony not defined in Section 19 above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) either:
  - (1) has served one year as a prosecutor; or
  - (2) has served one year as a public defender, or one year in a private criminal practice; and
- (c) has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two (2) criminal cases that have been submitted to a jury; and
- (d) each attorney shall be accompanied at his or her first felony trial by a supervisor, if available.

**SECTION 21. REPRESENTATION IN A PERSISTENT OFFENDER (LIFE WITHOUT POSSIBILITY OF RELEASE) CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS.** Each attorney acting as lead counsel in a "two-strikes" or "three strikes" case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) have at least
  - (1) four (4) years criminal trial experience; and
  - (2) one year experience as a felony defense attorney; and
  - (3) experience as lead counsel in at least one Class A felony trial; and
  - (4) experience as counsel in cases involving each of the following:
    - (A) mental health issues; and
    - (B) sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and
    - (C) expert witnesses; and
    - (D) one year of appellate experience or demonstrated legal writing ability.

**SECTION 22. REPRESENTATION IN A JUVENILE CASE - CLASS A--ATTORNEY QUALIFICATIONS AND REQUIREMENTS.** Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) either:
  - (1) has served one year as a prosecutor; or
  - (2) has served one year as a public defender; one year in a private criminal practice, and
- (c) has been trial counsel alone of record in five (5) Class B and Class C felony trials; and
- (d) each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

SECTION 23. REPRESENTATION IN A JUVENILE CASE - CLASS B AND CLASS C--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a juvenile accused of a Class B or Class C felony shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) either:
  - (1) has served one year as a prosecutor; or
  - (2) has served one year as a public defender, or one year in a private criminal practice, and
  - (3) has been trial counsel alone in five (5) misdemeanor cases brought to final resolution; and
- (c) each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

SECTION 24. REPRESENTATION IN A JUVENILE STATUS OFFENSES CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a client in a "BECCA" matter shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) either:
  - (1) have represented clients in at least two (2) similar cases under the supervision of a more experienced attorney or completed at least three (3) hours of CLE training specific to "status offense" cases; or
  - (2) have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.

SECTION 25. REPRESENTATION IN A MISDEMEANOR CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a defendant involved in a matter concerning a gross misdemeanor or condition of confinement shall meet the requirements set forth in Section 14 above.

SECTION 26. REPRESENTATION IN A DEPENDENCY CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a client in a dependency matter shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) Attorneys handling termination hearings shall have six (6) months dependency experience or have significant experience in handling complex litigation.
- (c) Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.
- (d) Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.

SECTION 27. REPRESENTATION IN A CIVIL COMMITMENT CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a respondent in a civil commitment case shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) each attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and
- (c) shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:
  - (1) served one year as a prosecutor, or
  - (2) served one year as a public defender, or one year in a private civil commitment practice, and
  - (3) been trial counsel in five (5) civil commitment initial hearings; and
- (d) shall not represent a respondent in a jury trial unless he or she has conducted a jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.

SECTION 28. REPRESENTATION IN A CONTEMPT OF COURT CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a respondent in a contempt of court case shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) each attorney shall be accompanied at his or her first three (3) contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.

SECTION 29. REPRESENTATION IN A SPECIALTY COURT CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court) shall meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) the requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and
- (c) be familiar with mental health and substance abuse issues and treatment alternatives.

SECTION 30. REPRESENTATION IN AN RALJ MISDEMEANOR APPEAL TO SUPERIOR COURT CASE--ATTORNEY QUALIFICATIONS AND REQUIREMENTS. Each attorney who is counsel alone for a case on appeal to the Superior Court from a Court of Limited Jurisdiction should meet the following requirements:

- (a) the minimum requirements set forth in Section 14 above; and
- (b) have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing an RALJ appeal.

SECTION 31. COMPLAINTS AGAINST INDIGENT DEFENSE ATTORNEYS-- FORMAL AND INFORMAL COMPLAINTS--GENERAL PROCEDURES. Complaints about the services of indigent defense attorneys shall be addressed within any contracts for such services and/or office policies by which staff attorneys are bound. Specifically, such complaints shall be addressed in the following manner:

- (a) The Benton and Franklin Counties Office of Public Defense "BFOPD" shall be the agency charged with receiving, responding to and resolving all complaints by indigent defendants. Complaints received by other County agencies or elected offices, including but not limited to the Courts, and any Prosecutor's Office, in this regard should be forwarded to the BFOPD for disposition.
- (b) Complaints shall be regarded as "formal" if they are received in writing, whether electronically or otherwise. Otherwise, complaints shall be regarded as "informal."
- (c) The BFOPD shall track and maintain records of the disposition of all formal and informal complaints received.
- (d) In the cases of both formal and informal complaints, every effort should be made initially to resolve the complaint by asking the indigent defendant and the attorney to work together and the BFOPD should take all reasonable steps, including contacting the attorney or suggesting that the attorney meet with the indigent defendant, to facilitate such. In the case of informal complaints, if no further communication is received, then the matter shall be regarded as closed.

(e) In the case of informal complaints, if a further complaint is received after step "3" above, then the complainant should be advised that for further action to be taken, a written complaint needs to be filed. Written complaints may be on any form, but the complainant should be advised that the following information needs to be contained on the complaint:

- (1) the complainant's full name (no action shall be taken on any anonymous complaints);
- (2) the case number;
- (3) the type of crime;
- (4) the name of the attorney in question;
- (5) a detailed description of the nature of the complaint.

The complaint should also be submitted via email or, if in writing, should be signed and dated.

SECTION 32. DISPOSITION OF COMPLAINTS BY INDIGENT DEFENDANTS. Complaints about the services of indigent defense attorneys shall be addressed within any contracts for such services and/or office policies by which staff attorneys are bound. Specifically, such complaints shall be addressed in the following manner:

(a) The Benton and Franklin Counties Office of Public Defense (BFOPD) shall be the agency charged with receiving, responding to and resolving all complaints by Indigent Defendants. Complaints received by other County agencies or elected offices, including by not limited to the Courts, and any Prosecutor's Office, in this regard should be forwarded to BFOPD for disposition.

(b) Complaints shall be regarded as "formal" if they are received in writing, whether electronically or otherwise. Otherwise, complaints shall be regarded as "informal."

(c) The Benton and Franklin Counties Office of Public Defense shall track and maintain records of the disposition of all formal and informal complaints received.

(d) In the cases of both formal and informal complaints, every effort should be made initially to resolve the complaint by asking the indigent defendant and the attorney to work together and BFOPD should take all reasonable steps, including contacting the attorney or suggesting that the attorney meet with the indigent defendant, to facilitate such. In the case of informal complaints, if no further communication is received, then the matter shall be regarded as closed.

(e) The Benton and Franklin Counties Office of Public Defense shall devise and publish a procedure for resolving all formal and informal complaints that is expeditious and takes the following factors into consideration:

- (1) The seriousness of the complaint;

- (2) Whether the complaint is against a contractor or employee;
- (3) The need for the defendant to know of the disposition of the complaint;
- (4) The need for the Court to know of complaints in order to ensure the quality of practicing attorneys who may be assigned to indigent defense cases; and
- (5) The County's risk management efforts and needs.

SECTION 33. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 34. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Approved as to Form:

Constituting the Board of  
County Commissioners of  
Benton County, Washington

\_\_\_\_\_  
Deputy Prosecuting Attorney

Attest: \_\_\_\_\_  
Clerk of the Board

RECEIVED: 06/25/09  
BENTON CO. PROS. ATTY./RO  
From Eric Hsu

See e-mail from Eric Hsu  
of 6/25/09 for  
CHANGES

Additional  
changes received  
via e-mail of  
06/25/09 - replace  
text of 532 w/ this  
TEXT,

Disposition of Complaints by Indigent Defendants. Complaints about the services of indigent defense attorneys shall be addressed within any contracts for such services and/or office policies by which staff attorneys are bound. Specifically, such complaints shall be addressed in the following manner:

RO's minor changes  
in handwritten form.

- (a) 1. <sup>The Spont.</sup> BFOPD shall be the agency charged with receiving, responding to and resolving all complaints by Indigent Defendants. Complaints received by other County agencies or elected offices, including by not limited to the Courts, and any Prosecutor's Office, in this regard should be forwarded to BFOPD for disposition.
- (b) 2. Complaints shall be regarded as "formal" if they are received in writing, whether electronically or otherwise. Otherwise, complaints shall be regarded as "informal".
- (c) 3. <sup>Spont</sup> BFOPD shall track and maintain records of the disposition of all formal and informal complaints received.
- (d) 4. In the cases of both formal and informal complaints, every effort should be made initially to resolve the complaint by asking the indigent defendant and the attorney to work together and BFOPD should take all reasonable steps, including contacting the attorney or suggesting that the attorney meet with the indigent defendant, to facilitate such. In the case of informal complaints, if no further communication is received, then the matter shall be regarded as closed.
- (e) 5. <sup>Spont</sup> BFOPD shall devise and publish a procedure for resolving all formal and informal complaints that is expeditious and takes the following factors into consideration:
  - 1 a) The seriousness of the complaint;
  - 2 b) Whether the complaint is against a contractor or employee;
  - 3 c) The need for the defendant to know of the disposition of the complaint;
  - 4 d) The need for the Court to know of complaints in order to ensure the quality of practicing attorneys who may be assigned to indigent defense cases; and
  - 5 e) The County's risk management efforts and needs.

9:25

**DRAFT**

June 29, 2009

Derek I. Sandison, Director  
Office of Columbia River  
Washington State Department of Ecology  
15 West Yakima Avenue, Suite 200  
Yakima, Washington 98902

Gerald W. Kelso, Area Manager  
Columbia-Cascade Area Office  
United States Bureau of Reclamation  
1917 Marsh Road  
Yakima, Washington 98901

**Re: Yakima River Basin Integrated Water Resource Management Alternative Final EIS**

Dear Messrs Sandison and Kelso:

Benton County appreciates the efforts of both the Department of Ecology and the Bureau of Reclamation in your collective efforts to address the complicated issues of water use and availability in the Yakima Basin. We also appreciate the opportunities to comment and to be involved in the planning and study processes.

As you are aware, Benton County has been very interested in the process that has led to this final environmental impact statement, and we have provided comment for Ecology and Reclamation at nearly every step of the way. We continue to refer the agencies to our previous inputs on these issues as a record of our thoughts on these matters. Our most recent letter of February 2, 2009 to the Bureau of Reclamation stands as the most pertinent and detailed comment at this point in time.

We are pleased to see that this process is finally moving to the implementation stage; and we appreciate the breadth and depth of the "integrated" package that is presented in this voluminous 600-page EIS. We continue to be concerned, however, that the variety and scale of this integrated approach will make coordination difficult. Coming at the problems from so many angles – while comprehensive – can also be a recipe for distraction and lack of focus or prioritization. There are so many disparate and otherwise unrelated projects in this package, we wonder how the total scheme will be managed. Furthermore, we wonder how funding will be targeted, pursued, and distributed – and which agencies will have the responsibilities to manage the various projects and their funding.

Benton County believes that we are at a crossroads in the Yakima Basin, and our windows of opportunity are closing in regards to responding adequately to the needs of the region. We appreciate that this EIS deals comprehensively with the long-term health of the Basin in regards to habitat, agricultural, and municipal water needs; however there are shorter-term needs that are pressing. One component of the integrated approach is increased water storage. As we have consistently noted throughout this planning and study process, we do not believe that new and expanded capacity of water storage has been given a high enough priority by Ecology and Reclamation in this mix, though certain options have certainly been studied to death. The reality is that increased surface storage has the known ability to capture run-off for use as a buttress

against drought periods. While increasing storage capacity is expensive as the studies point-out, it is also among the most reliably effective solutions to deal with water supply head-on.

As implementation moves forward, we continue to urge the state and federal agencies to not nibble at the margins of the "package of elements", but to instead move with purpose on projects that will yield the efficacy required to keep our communities stable and sustainable. We hope that your continued evaluations of surface storage options will result in such projects being a priority to meet those stability and sustainability goals.

Thank you again for all of your work on these issues over the past several years, and going forward.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Max E. Benitz Jr., Chairman

---

Leo Bowman, Member

---

James Beaver, Member

cc: The Honorable Christine Gregoire, Governor  
The Honorable Patty Murray, US Senator  
The Honorable Maria Cantwell, US Senator  
The Honorable Doc Hastings, US Representative  
Board of County Commissioners, Kittitas County  
Board of County Commissioners, Klickitat County  
Board of County Commissioners, Yakima County  
Bill McDonald, Pacific Northwest Regional Director, US Bureau of Reclamation  
Jay Manning, Director, Washington Department of Ecology  
Jeff Tayer, Region Three Director – Region Three, Washington Department of Fish and Wildlife  
Yakima Basin Fish and Wildlife Recovery Board  
Yakima Basin Water Resources Agency  
Yakima Basin Storage Alliance

ajf

9:35 am

Executive Session  
Potential Litigation

M Wenner & R Brown