Contractual Agreement for Northwest HIDTA Drug Court Initiative

THIS AGREEMENT is made and entered into by and between EDUCATIONAL SERVICE DISTRICT 105, herein after referred to as "ESD" and CLARK COUNTY DEPARTMENT OF COMMUNITY SERVICES herein after referred to as "Contractor".

WHEREAS, ESD 105 acting as the fiscal agent for Northwest High Intensity Drug Trafficking Area (HIDTA) receives Federal funding from the Office of National Drug Control Policy (ONDCP) under the High Intensity Drug Trafficking Program (CFDA # 95.001). These funds are to be used to measurably reduce drug trafficking, money laundering and drug-related crimes, and to reduce demand by supporting treatment and effective demand reduction programs.

ESD 105 and the Contractor HEREBY AGREE to the following terms and conditions:

1.0 CONTRACTOR RESPONSIBILITIES

Contractor agrees to provide a Drug Court Initiative as specified in the attached Statement of Work and Budget.

Contractor is responsible for the implementation and monitoring of the project. The Contractor agrees to follow all applicable federal statutes and regulations.

Contractor will provide a copy of the HIDTA project report, which includes documentation of outputs and outcomes. A copy of the annual reports detailing progress toward goals will be sent within 30 days of the six-month period.

Contractor shall have an independent audit in accordance with OMB Circular A-133, and shall provide the ESD with a copy of the audit. Payment for this audit is the responsibility of the Contractor.

Contractor agrees to hold ESD 105 harmless from all liabilities resulting from the above-described activities and further assumes responsibility for any future audit exceptions due to the use of these funds.

2.0 BILLING AND PAYMENT

The Contractor agrees to submit detailed invoices, for the above activities including the warrant or check number(s), date(s) of payment, payee(s), purpose of payment(s) and amount(s) using the attached "Request For Reimbursement Form", or a detailed transaction report.

Contractor will submit original monthly billing invoices to:

Northwest HIDTA
400 2nd Avenue West, 3rd Floor
Seattle, WA 98119
Attn: Prevention/Treatment Manager

ESD will reimburse the actual approved expense of the Contractor up to a maximum of **$30,000.00.**

After approval of billing invoices by Northwest HIDTA staff and the ESD Business Office, payments will be made at the next regular ESD board meeting. (Third Tuesday of the month.)

All items shall be received and services rendered by midnight December 31, 2014. The ESD shall not be responsible for any Invoices received after February 28, 2015.

3.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

4.0 INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor and Contractor's employees and agents shall perform all duties pursuant to this Contract as an independent contractor. The ESD shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of Contractor or Contractor's employees or agents.

5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or Contractor's employees or agents performance or failure to perform duties pursuant to this Contract, shall be Contractor's sole obligation, and Contractor shall indemnify and hold harmless the ESD and ESD employees and agents in full for any and all such acts or failure to act on the part of Contractor or Contractor's employees or agents.

6.0 SUSPENSION AND DEBARMENT

The Contractor certifies that persons responsible for this agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any federal department or agency.

16.0 TERMINATION

This agreement shall terminate and be null and void to the extent federal funds anticipated to be made available to the ESD for the purposes of this agreement are not made available to the ESD for any reason whatsoever.

Either party may terminate this agreement with thirty (30) days written notice to the other party.

8.0 VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of Contractor and the ESD in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

9.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

10.0 NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Contract.

11.0 EFFECTIVE DATE - DURATION

This Contract shall commence on the 1st day of January 2013, and shall terminate at midnight on the 31st day of December 2014, regardless of the date of execution. Section 5.0 (Indemnification) which shall continue to bind the parties their heirs and successors after December 31, 2014. The termination date of this contract may be extended by a written notification to the Contractor by the ESD.

IN WITNESS WHEREOF, the ESD and CONTRACTOR have executed this Contract consisting of four pages and attachments.

CLARK COUNTY DEPARTMENT OF COMMUNITY SERVICES

BY

County Administrator

TITLE

8/21/13

DATE

Who certifies he/she is a person duly qualified and authorized to bind CONTRACTOR so identified in the foregoing Contract.

EDUCATIONAL SERVICE DISTRICT 105

BY

SUPERINTENDENT

TITLE

8/1/13

DATE

APPROVED AS TO FORM

Deputy Prosecuting Attorney

7832 98 7040 123 / $30,000.00

ACCOUNT CODE AMOUNT

ESD 105 Educational Service District

ESD 105
Educational Service District

REQUEST FOR REIMBURSEMENT FORM
2013 NORTHWEST HIDTA CONTRACT FOR SERVICE
DRUG COURT INITIATIVE

Contractor: _____

Warrant #	Warrant Date	Payee	Purpose	Amount
		TOTAL		

Note: If program is charged by journal entry, you must record original payment information

☐ Check if this is the FINAL claim for this program

Name of Person Submitting Claim: _____

For ESD Use Only

Contract #	Invoice #
Acct Code 7832 98 7040 123	
Amount	Date

Due: Second Tuesday of each month for reimbursement at that month's board meeting.

Northwest HIDTA 2013 Statement of Work

Contractor:

Clark County Department of Community Services
1601 E 4th Plain Blvd, Suite C214
Vancouver, WA 98661
Attn: DeDe Sieler, Program Manager, Alcohol & Drug Prevention/Treatment Services
360.397.2130 ext 7823 FAX 360.397.6128 DeDe.Sieler@clark.wa.gov

FROM: July 1, 2013 **TO:** December 31, 2014

The total maximum consideration is $30,000. The source of these funds is the Northwest High Intensity Drug Trafficking Area (NW HIDTA) Grand Award Number G13NW0003A, with the amount of **$30,000** derived from the Drug Court Initiative.

The Contractor shall submit original monthly invoices directly to:

Northwest HIDTA
300 5th Avenue, Suite 1300
Seattle, WA 98104
ATTN: Prevention/Treatment Manager

The Contractor has been selected as a partner among agencies endeavoring to achieve the NW HIDA mission: to reduce drug trafficking, money laundering and drug related crimes; and to reduce demand by supporting effective treatment and demand reduction programs.

This endeavor in turn supports the mission of the National HIDTA Program which is "to help enhance and coordinate America's drug-control efforts among federal, state and local agencies in order to eliminate or reduce drug trafficking (including the production, manufacture, transportation, distribution and chronic use of illegal drugs and money laundering) and its harmful consequences in critical regions of the United States". Indicators of the effectiveness of these efforts will reflect a reduction in the availability of drugs and a reduction in the harmful consequences of drug trafficking.

In so doing, the Contractor assists in addressing the following priorities as stated in the National Drug Control Strategy:

- Strengthening efforts to prevent drug use in communities;
- Breaking the cycle of drug use, crime, delinquency and incarceration.

Approach/Activities:

Therapeutic Specialty Courts (TSC) Services: The Contractor will apply NW HIDTA funds to the provision of treatment and case management services, as well as other operational and administrative costs associated with the provision of the Clark County's Therapeutic Specialty Courts (TSC) which include the Superior Court Drug Court (DC), the District Court Substance Abuse Court (SAC) and the new Juvenile Recovery Court (JRC), utilizing such funds for the purchase of out-patient services, the provision of case management services, program planning, coordination, budgeting, contract monitoring and reporting, and all administrative support activities for the period of **July 1, 2013** through **December 31, 2014.**

Out-patient Treatment Service, will be arranged by the Contractor to be provided to Therapeutic Specialty Courts (TSC) participants as the basic service strategy employed by the Clark County TSC Programs, and so as to be complimented by the provision of enhanced services such as Intensive Outpatient Treatment, Case Management, drug testing and monitoring, *Moral Reconation Therapy* (MRT) and other ancillary services as needed.

- The Contractor will enter into subcontract(s) with one or more community-based, non-profit agencies for the provision of Outpatient Chemical Dependency Treatment services to TSC participants. The Contractor will ensure that effective, State-certified treatment services are provided to eligible offenders, entailing a rigorous and comprehensive approach to treatment which will include substance abuse education, the *Matrix Model* of treatment, individual and group counseling, support group participation and frequent urinalyses. The *Matrix Model* for outpatient treatment was developed with funding from CSAT and NIDA when traditional treatment methods (originally developed to treat alcohol and opiates) failed with stimulant addicts. The *Matrix Model* uses key cognitive-behavioral principles as the foundation of the program, with specific goals to: (1) stop drug use; (2) learn issues critical to addiction and relapse; (3) receive education for family members affected by addiction and recovery; (4) become familiar with self-help programs; and (5) receive regular monitoring by urine toxicology and breath testing.

- Frequent court appearances before the TSC Judge of each court, together with a close partnership between the Court, case management and the chemical dependency treatment provider(s) will be utilized to closely monitor the compliance and progress of each TSC Program participant. Treatment agencies will provide *Moral Reconation Therapy* (MRT), delivered as a systematic, step-by-step cognitive behavioral treatment system initially designed for offender populations to alter how offenders think and how they make decisions about right and wrong. MRT is researched based and has shown consistently lower recidivism rates for those treated in MRT groups. Contracted agencies will provide MRT group utilizing trained MRT facilitators.

- The Contractor will continue to provide a seamless continuum of intensive outpatient treatment for TSC Program participants who are waiting for residential treatment. These services also provide support for individuals who are returning from residential treatment, as they engage back into outpatient treatment/aftercare treatment with their agency of choice. The continuum begins with the discharge of individuals from jail and into services more quickly thus saving dollars in that system and providing added space in the Clark County jail.

- The Contractor will ensure that the subcontractor(s) report all pertinent data regarding the provision of chemical dependency treatment and related services into the statewide ***TARGET*** system.

Case Management Services will be provided by the Contractor including the provision of services such as case finding, case planning, case consultation and referral services for the purpose of linking enrolled TSC Program participants to assessment and treatment or maintaining enrolled program participants in treatment and other support/ancillary services. Case Management Services do not include the provision of direct treatment services in this sub-element.

Case management services provide all TSC Programs with continuous program progress information on all participants. Case managers communicate with treatment service providers in order to accurately monitor progress and collaborate on treatment and programmatic case plans to better serve the participants Additionally case managers provides necessary link while the Therapeutic Court participant is attending inpatient treatment in order to create a working and effective case plan for their return to the community. Due to an increasing incidence of participants diagnosed with co-occurring mental health and addictive disorders, case management maintains close contact with mental health service providers and assists with medication monitoring. This collaboration has become even more vital in order to track and assist clients within TSC programs. In addition, case managers assess client needs and when necessary facilitate housing, transportation, educational support and parenting services. This often takes the form of directing participants where to go for help and assisting participants in correctly completing required paperwork.

The duties of the *TSC Case Managers* include but are not limited to:

- Facilitation of the initial chemical dependency assessment/evaluation and referral made to appropriate treatment agencies;
- Monitoring enrolled program participants closely, ensuring receipt of treatment services and continued compliance with program requirements;
- Facilitating treatment orientation for new participants entering the program;
- Ensuring that enrolled program participants undergo necessary testing during the program to determine the use of alcohol, illegal drugs or prescription drugs;
- Provide linkage to ancillary programs and community support service such as: employment, education/assistance, offender rights/DL/voting reinstatement;
- Ensuring that enrolled Phase 3 program participants attend a monthly "check-in" group, helping in transition issues related to graduating specific TSC programs;
- Maximizing the use of resources by identifying enrolled program participants' eligibility for various social services funding sources;
- Provide authorization for additional support services such as Clean & Sober/Recovery Housing, Transportation/Bus pass requests and other services as indicated;

Prevention & Community Outreach Services will be provided so as to:

- Provide orientation to all referred in- and out-of-custody offenders;
- Review Phase 3 (Therapeutic Court) and interview participants regarding the process needed to attain goals;
- Collect data/reports in preparation of weekly status reports for TSC programs regarding the treatment progress of enrolled program participants;
- Screen, refer and report on all TSC clients receiving ATR services;
- Provide resource information to all participants prior to court hearings including information regarding job opportunities, re-training services, free meal programs, and assistance for utility, telephone, water, and electricity costs;
- Plan and provide an Annual Holiday Gathering for all TSC clients, graduates, family members and drug court supporters. The Gathering includes gifts for all clients' children and dinner within a safe, family oriented environment.

Training and Policy: Each TSC team continues to educate itself and keep up to date with pertinent topics such as Methadone Treatment, Addiction, Co-occurring Disorders, Methamphetamine and Drug Court/Offender issues through national, state, and local conferences, in-service trainings and other training opportunities. This continues to be an important aspect to educating the court team in order to make informed research-based decisions about TSC clients. Team members from the TSCs attended the annual WSADCP training conference in October 2006 and spoke highly of the quality of training. Due to being more informed and educated through conferences/trainings like this one, each TSC team is more aware of clients needs and better able to provided impact services/sanctions/ incentives to each client. Like Drug Courts other Therapeutic Courts around the nation, a growing percentage of Clark County's program population has co-occurring disorders that need addressing. This increase has resulted in a more in-depth screening by each TSC team for program appropriateness in addition to a more detailed case plan based on evidence-based practices for treating these issues simultaneously.

Employment Program: Clients in the TSCs are mandated to attend and complete a Worker Orientation and Readiness Classes (WoRC). In collaboration with the Washington Department of Corrections, this program provides drug court participants with the necessary employment skills i.e. job search, resume writing, application process, interviewing, follow-up etc. The WoRC program has shown to be effective in providing drug court clients the necessary employment to obtain appropriate, healthy, sustainable employment.

Recovery House: In collaboration with Inland Empire Inc. and the federal Community Development Block Grant program, an affordable, clean and sober housing option for individuals in Clark County's TSCs is available. This all-male Recovery House houses up to 8 adult males and is run on the Oxford model of transitional drug-free housing. The Drug Court alumni president is the house manager and in employed by Inland Empire as the manager responsible for all day-to-day operations of the house. This house provides options for all TSC clients but also for graduates of TSCs who are in need of affordable housing.

Alumni: The Clark County Drug Court Alumni Association (CCDCA) continues to meet regularly with anywhere from 3 to 12 participants at each meeting. Due to continued graduations the roster continues to grow, with more recent graduates appearing to be more involved. The Alumni group has become more involved with Public Relations, providing testimony about service needs. Additionally, Alumni members have provided testimony at County Budget Hearings and other public events about alcohol and drug issues and Therapeutic Courts. The Alumni is present at every graduation and presents new graduates with a Drug Court alumni key chain and welcomes them into the Alumni Association. The Alumni continues to be a big part of the annual holiday gathering celebration.

Policy: All TSC programs continue to evolve in order to meet the changing needs of the addicted offender population as well as criminal justice goals. Quarterly policy meetings continue to bring about change in how we operate and have resulted in a more accountable effective program. Our efforts are focused on providing community safety, accountability, and treatment retention and treatment completion in order to impact the addicted offender served by all our TSC programs.

Outputs:

- The County Alcohol & Drug Manager or designees will monitor the performance and effectiveness of the subcontracted Chemical Dependency Treatment and Case Management services supported by this agreement.
- Case Management and chemical dependency treatment services, specifically the provision of chemical dependency assessments, case finding, case planning, and referral services will be provided to 35 TSC Program participants.
- The TSC Program Coordinator will provide reports describing program performance data to the County Alcohol and Drug & Alcohol Program Manager for submission to the NW HIDTA.

Anticipated Outcomes:

- A minimum of 20 TSC program participants who receive Outpatient Chemical Dependency Treatment and Case Management services under the auspices of this agreement will maintain active participation for an average of six (6) months.
- A minimum of 20 TSC program participants who receive outpatient Chemical Dependency Treatment services under the auspices of this agreement will complete phases 1 and 2 of the program.
- The Contractor will provide TSC program services to at least 35 active program participants during the contract period.
- At least 65% of TSC program participants will avoid re-arrest while participating in chemical dependency treatment services under the auspices of a TSC program.

- TSC Programs will produce at least 10 graduates. At least 75% will show gainful employment by the time of graduation and will avoid re-arrest within one year of graduation.

- The Clark County Alcohol & Drug Program Manager will work to procure and leverage other sources of financial support in order to sustain the TSC Programs at its current level.

- The TSC Program Coordinator will manage each Clark County TSC database system. This system allows direct migration of drug testing and treatment data into each TSC database and the production of weekly reports as well as State and Federal reports.

- The TSC Program Coordinator continues to facilitate the development of program policies and procedures with each TSC team. Each TSC team, supported by the Alcohol & Drug Manager and TSC Program Coordinator, will work to support program infrastructure so as to sustain program integrity and capacity.

- The County Alcohol & Drug Program Manager will manage subcontracts and internal staff to provide, community-based treatment and case management services. Additionally, the County Alcohol & Drug Program Manager will work in conjunction with the TSC Program Coordinator and each TSC team to foster positive public relations and to support inter-jurisdictional coordination with related program entities.

Reporting Requirements:

The Contractor will provide a copy of the TSC Program Report which includes data detailing the number of participate screened by the TSC team and by the Contractor, the number of participants admitted to the Program, the number of participants discharged, the number of Program Graduates and the total number of active participants for the reporting period. Such copies will be provided semi-annually and will be received within 30 days of the end of the six-month reporting period.

Information Sharing:

As an element of a website operated and maintained by the Contractor, the Contractor shall establish a link to the NW HIDTA "M-Files," website (URL address: wwww.mfiles.org). The NW HIDTA shall in turn establish a link to the website URL address with which the Contractor is affiliated.

Equipment /Inventory:

Equipment purchased with funds identified in this contract shall be documented in the NW HIDTA Inventory System. The Contractor shall provide the NW HIDTA Prevention/Treatment Manager with copies of the purchase order(s), invoice(s), receipt(s) for such equipment, and shall identify the equipment with the placement of a NW HIDTA Inventory Number issued by the NW HIDTA Electronics Technician.

FY 2013 Northwest HIDTA

CONTRACTED SERVICES

Clark County Department of Community Services

Contract No.:

TREATMENT SERVICES PROGRAM	
Budget Item:	
Personnel	3,000.00
Communications	6,000.00
Travel	
Facilities	
Supplies	
Insurance	
Services -	
Case Management	7,500.00
Treatment Services	13,500.00
In-patient Care	
Conference Coordination	
Sub-total Services	**21,000.00**
Sub-total Treatment Services Program	**30,000.00**
PREVENTION SERVICES PROGRAM	
Budget Item:	
Personnel	
Communications	
Travel	
Facilities	
Supplies	
Services -	
Subcontract Services	
Consultation Services	
Sub-total Services	-
Sub-total Prevention Services Program	-
TOTAL BUDGET	**30,000.00**