



WASHOE COUNTY

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Finance MM
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HR _____
Other _____

STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: June 24, 2015

TO: Board of County Commissioners

FROM: James Popovich, Specialty Courts Manager, 2nd Judicial District Court
(775) 325-6769, james.popovich@washoecourts.us
Kevin Schiller, Acting Director, Dept. of Social Services
(775) 328-2008, KSchiller@washoecounty.us

THROUGH: Jackie Bryant, District Court Administrator and Clerk of Court

SUBJECT: Request the Board of County Commissioners approve the Professional Services Agreements for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between the 2nd Judicial District Court and Washoe County Department of Social Services and Bristlecone Family Resources in the amount of \$60,181 and between the 2nd Judicial District Court and Washoe County Department of Social Services and Step 2 in the amount of \$60,181, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016.

(All Commission Districts)

SUMMARY

The Professional Services Agreements between the Second Judicial District Court and the two private, non-profit organizations Bristlecone Family Resources and Step 2 allows the Court to continue the Family Drug Court program. The Family Drug Court provides positive alternatives to incarceration for parents and foster care for their children to break the cycle of drug use and recidivism associated with parental drug offenses, and helps to reunify families by teaching them the skills necessary to develop responsible, drug and alcohol-free lifestyles.

The Court conducted a Request for Proposal (#RFP 2853-13) in April 2013 through County Purchasing. Five proposals were received in response to the RFP. After a thorough evaluation of each proposal, Bristlecone Family Resources (BFR) and Step 2 were selected due to cost, comprehensiveness of services, and experience as a Family Drug Court provider. The term of the original Agreement was for a period of twelve months, beginning July 1, 2013 and ending on June 30, 2014 with a provision for two (2) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the Court and subject to negotiations and continued funding. Bristlecone

AGENDA ITEM # 563

Family Resources and Step 2 were awarded one (1) year extensions from July 1, 2014 through June 30, 2015 with the Board's approval on June 17, 2014.

County Priority supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

The Board has previously approved Professional Services Agreements with Bristlecone Family Resources and Step 2 for Family Drug Court since Fiscal Year 02-03, with the most recent action on June 17, 2014.

BACKGROUND

The Family Drug Court was established by the 2nd Judicial District Court in 1995, along with the Adult Drug Court program and the Juvenile Drug Court. Family Drug Court serves parents whose children have been placed into the child welfare system by the Washoe County Department of Social Services due to child abuse and/or neglect related to substance abuse. The Family Drug Court focuses on ensuring clean and sober parenting with the goal of family reunification.

Rehabilitation services are provided in the form of drug testing, counseling (individual and group), family therapy, parenting education, transitional housing, recreational therapy, and aftercare. The rehabilitation program requires a minimum length of participation of fifteen months.

The Court monitors the progress of participants at weekly court review hearings where participants appear to report on treatment status, obstacles encountered, and changes to their reunification plans. Success is reinforced and noncompliance is addressed through consequences. Emphasis is placed on encouragement and accountability.

The strength of the Family Drug Court is the collaborative team approach paired with a strengths-based, positive expectation that the participant can become a successful clean and sober parent.

The term of each Agreement is twelve months, from July 1, 2015 through June 30, 2016. The total cost of the services provided through these two Agreements will not exceed \$120,362. There are no other private, non-profit providers in Washoe County who offer a full continuum of care in terms of detox, residential care, transitional living, intensive outpatient, and outpatient services.

Washoe County Social Services and the District Court have a Family Drug Court Agreement in effect to consolidate and coordinate the delivery of these treatment services to Family Drug Court clients. As part of the Agreement, the Department of Social Services is responsible for payment of \$72,750 and the District Court is responsible for payment of \$47,612 to support a total of 40 treatment slots provided by the two treatment providers as outlined in the Professional Services Agreements referenced above.

A national evaluation of four Family Drug Courts, completed in March, 2007, documented our Family Drug Court's success in increasing the length of stay and completion of treatment services, a reduction in the number of days spent in out-of-home placements, and an increase in the percentage of children reunified with their mothers.

FISCAL IMPACT

The appropriation authority is provided in the FY 15-16 District Court budget (\$47,612), internal order 20217, account 710100 and the FY 15-16 Social Services budget (\$72,750) cost center 280910, account 710404.

RECOMMENDATION

It is requested that the Board of County Commissioners approve the Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between Washoe County, the 2nd Judicial District Court and the Washoe County Dept. of Social Services and Bristlecone Family Resources in the amount of \$60,181, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016.

It is further requested that the Board of County Commissioners approve the Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between Washoe County, the 2nd Judicial District Court and the Washoe County Dept. of Social Services and Step 2 in the amount of \$60,181, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016.

If both are approved, authorize the Chairman to execute same.

POSSIBLE MOTION

If the Board agrees with the request, move to approve the Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between Washoe County, the 2nd Judicial District Court and the Washoe County Dept. of Social Services and Bristlecone Family Resources and the Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between Washoe County, the 2nd Judicial District Court and Washoe County Dept. of Social Services, and Step 2 in the amounts of \$60,181 each, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. If both are approved, authorize the Chairman to execute same.

Copy: Hon. David Hardy, District Court Chief Judge
Hon. Peter Breen, Senior Judge
Jackie Bryant, District Court Administrator and Clerk of Court
Heather Potts, Court Fiscal Services Administrator
Joey Orduna Hastings, Assistant County Manager
Keith Munro, Deputy District Attorney
Mary Solorzano, Acting Comptroller
Agenda Coordinator

**PROFESSIONAL SERVICES AGREEMENT
FOR COORDINATION OF
FAMILY DRUG/ALCOHOL REHABILITATION SERVICES
FOR FAMILY DRUG COURT**

This Agreement is made and entered into this 1st day of July, 2015, by and between the Second Judicial District Court ("Court"), Washoe County ("County"), a political subdivision of the State of Nevada, and Bristlecone Family Resources, a Nevada non-profit corporation ("Contractor"). The Specialty Courts Manager and Court Fiscal Services Administrator shall be responsible for administering this Agreement.

WITNESSETH

WHEREAS, the Court desires to establish and implement a special Family Drug Court designed to engage families from the child welfare system who may be amenable to treatment through intensive therapeutic and judicial intervention; and,

WHEREAS, the Contractor possesses the necessary licenses, skills, education and experience to perform intensive therapeutic drug treatment and desires to perform such services for the Court;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed as follows:

TERM

1. This Agreement is effective July 1, 2015, and shall continue through June 30, 2016, with a provision for two (1) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the Court/County and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 16 and/or 17 and/or 25, whichever date shall first occur.

SCOPE OF SERVICES

2. Contractor shall provide a position to serve as the Family Drug Court Coordinator, providing case management services to at least 20 designated Child Protective Services clients upon acceptance into the Family Drug Court program by an authorized Judge of the Court. The provision of such services shall include a minimum length of stay of 12 months in the treatment program with the provision of direct services set forth in Appendix A.
3. All clients referred to Contractor by the Court will be subject to random urine analysis or oral fluid drug testing. Clients will receive a minimum of two drug tests per week during each phase of treatment set forth in Appendix A.

OBLIGATIONS OF CONTRACTOR

4. Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Contractor, its sub-contractors and their principals, officers, employees and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards for drug rehabilitation treatment and case management services.
5. Should any sub-contractor, officer, employee or agent under this Agreement be unable to complete his/her responsibility for any reason, the Contractor will replace that individual with a qualified person immediately. If Contractor fails to make the required replacement within 30 days, and this failure prohibits in any way the provision of intensive therapeutic treatment services, the Court/County may terminate this Agreement immediately by providing written notification to Contractor.
6. Contractor will be present at all Family Drug Court proceedings to report on clients' treatment progress and other testimony requested by an authorized Judge of the Court. Family Drug Court will be held every Wednesday afternoon, or at other times or locations as designated by the Court, with a multi-disciplinary staffing of cases at the Family Court, or at other locations and times as designated by the Court.
7. Contractor's officers and employees will be available for consultation with an authorized Judge of the Court at reasonable times, with advance notice so as not to conflict with other responsibilities.
8. Contractor will utilize the Drug Court Case Management system (DCCM) to provide the presiding Judge of the Family Drug Court and the Family Drug Court Team with information about the treatment plan, goals and objectives, number of treatment hours and client progress on a continuous and timely basis. This documentation should also include but not be limited to: treatment attendance, date and results of drug tests, counseling progress, and attendance record since admittance into the program.

DISTRICT COURT RESPONSIBILITIES

9. Specialty Courts Manager, James Popovich, will be responsible for contract administration of this Agreement, with the assistance of the Court Fiscal Services Administrator. Such administration will include the review of all reports, billing verification, the coordination of all meetings, and response to all questions of Contractor.

10. This Agreement covers the participation of up to twenty (20) treatment slots at any given time. Every enrolled client is entitled to receive any services contained within the continuum of services offered by the Contractor as detailed in Appendix A. During the contract period, if a client is removed from the program, the Contractor agrees to work with the Court/County to re-fill the treatment slot. Contractor and Court/County shall endeavor to fill the slot within 30 days, but in no event shall re-filling the slot result in additional compensation to Contractor.
11. Upon execution of this Agreement, Contractor shall submit quarterly billing statements to the contract administrator. Payment will be made by the Court/County within 30 days of receipt of Contractor's quarterly billing statement.
12. The Court/County agrees to provide to Contractor all information in its possession necessary to Contractor to complete services required of Contractor hereunder.
13. Clients eligible for Family Drug Court funding will be identified by Child Protective Services staff and/or Family Drug Court personnel when their children are at-risk due to the parents' involvement with substance abuse. Ability to pay will be determined by Contractor utilizing a sliding fee schedule developed by the Nevada Substance Abuse Prevention and Treatment Agency. Contractor is allowed to bill private insurance or Medicaid for treatment services as appropriate. No client will be discharged from the program due to their inability to pay sliding scale fees.
14. Failure to comply with any term or condition of this Agreement shall be valid reason for the Court/County to refuse to make any payment or portion thereof.
15. The total cost for services provided pursuant to this Agreement will not exceed **\$60,181**.

TERMINATION

16. In the event that the Court/County believes that Contractor is not performing services satisfactorily or in a timely fashion, the Court/County will notify Contractor of such fact. Except as provided for by paragraph 5 of this Agreement, Contractor will have 30 days to cure performance to the Court's/County's satisfaction. If not cured within 30 days to the satisfaction of the Court/County, the Court/County may terminate this Agreement by written notice to Contractor of such termination. This Agreement will then terminate on the date specified in the written notice. Contractor shall be paid for services satisfactorily performed to the date of termination.

17. In addition to termination pursuant to the paragraph above, either party may terminate this Agreement without cause upon 30 days prior written notice.

GENERAL PROVISIONS

18. Standard of performance. Contractor shall perform services in connection with this Agreement in accordance with generally accepted professional standards for the treatment of drug/alcohol rehabilitation services.
19. Independent contractor status and certification. Contractor is an independent contractor, not a County or Court employee. Contractor's employees or contract personnel are not County or Court employees. Contractor and County/Court agree to the following rights consistent with an independent contractor relationship:
 - a. Contractor has the right to perform services for others during the term of this Agreement.
 - b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
 - d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
 - e. Contractor has the right to hire assistants as subcontractors or to use Contractor's employees to provide the services required by this Agreement.
 - f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein. Neither County nor Court shall hire, supervise or pay any assistants to help Contractor.
 - g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

h. Neither County nor Court shall require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

i. That Contractor is not an employee of County or Court and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Court, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license # is _____. Contractor must provide Federal Tax or Social Security Number on required Form W-9 OR Contractor is not licensed as Contractor and is exempt because _____.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

20. Confidentiality. All information obtained regarding a client in the performance of services under this Contract shall be strictly confidential. Contractor shall maintain any records pertaining to this Contract in a secure location, and disclose information to the Court/County only when a release, which must include HIPAA authorization requirements as contained in 45 C.F.R. 164.508, has been properly executed by the client and to any other persons or entities only pursuant to a court order. Failure to abide by this provision shall be considered a material breach of contract and grounds for its immediate termination.

21. Indemnification/Hold Harmless. There are specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Appendix B, Pages 1-4, is attached and

included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

22. Governing law. This agreement shall be deemed to be entered into in the County of Washoe, State of Nevada, and shall be construed in accordance with the laws of the State of Nevada.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof. Any modification of this Agreement must be agreed upon in writing by all parties to the Agreement.
24. Notice. When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received 3 days following mailing.

Second Judicial District Court:

Jackie Bryant, Court Administrator
Second Judicial District Court
75 Court St.
Reno, NV 89501

Washoe County:

Ken Retterath, Acting Director
Dept. of Social Services
P.O. Box 11130
Reno, NV 89520

Contractor:

Tammra Pearce, Executive Director
Bristlecone Family Resources
P.O. Box 52230
Sparks, NV 89435

25. Funding Out. In the event the Court/County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Court/County may terminate this Agreement at any time and Contractor agrees to such termination without penalty. Court/County shall endeavor to give contractor as much written notice as possible before termination.

26. Non-assignment. Contractor may not assign this contract without the express written consent of Court/County.

In witness whereof, the parties hereto have executed this Agreement on the day and year first above written.

DISTRICT COURT

Jackie Bryant
Court Administrator

Date: _____

DEPT. OF SOCIAL SERVICES

Ken Retterath
Acting Director

CONTRACTOR

Tammra Pearce, Executive Director
Bristlecone Family Resources

Date: _____

WASHOE COUNTY

Chairman
Washoe County Commission

ATTEST:

County Clerk

Appendix A

Bristlecone Family Resources

SERVICES CONTINUUM

Substance abuse treatment service at Bristlecone Family Resources consists of an individual treatment plan developed from an assessment measuring the six dimensions utilizing ASAM PPC-22R. Bristlecone Family Resources will provide the following substance abuse treatment services to all Family Drug Court clients. The specified services are included in this drug court service contract and will be provided at no additional charge to Family Drug Court clients. Any additional treatment services included in the individualized treatment plan may be accessed at Bristlecone at the client's expense. Bristlecone utilizes a state-approved sliding fee scale for treatment services, and no client is refused treatment based on ability to pay.

Minimum Family Drug Court Treatment: The following treatment services will be provided for the duration of the client's enrollment in the Family Drug Court Program. There is a minimum length of stay in the Family Drug Court program of 12 months.

1. Random drug testing at least twice per week with bi-monthly written reports supplied to County's social services' case workers and the Family Drug Court.
2. One individual counseling session per week between the client and their designated primary counselor or the Family Drug Court Senior Counselor. [The term "individual counseling" is used throughout this document to mean an individual face-to-face session with the primary counselor or the Family Drug Court Senior Counselor of not less than 30 or more than 50 minutes.]
3. Group counseling sessions are provided one time per week for 48 weeks to include a minimum six-week parenting education training component. The focus is on education, age-appropriate care-giving, and parent/child interaction and process. [The term "group counseling" is used throughout this document to mean a one hour session.]
4. Family Wellness Workshop – This interactive workshop is available once per month as recommended by the Family Drug Court Senior Counselor. The workshop focuses on healthy communication and coping skills, and includes participation by children beginning from eight years old.

Aftercare Program: Following graduation, at the request of the Court, clients will be offered the opportunity to participate in Aftercare. Aftercare services will include:

1. Random drug testing once per week with bi-monthly written reports supplied to County's social services' case workers and the Family Drug Court.
2. Monthly check-in with the primary counselor and the Family Drug Court Senior Counselor. (Individual counseling sessions may be scheduled as needed at the client's expense.)
3. Group counseling one time per week as needed at the client's expense.

In addition to the minimum treatment required under the Family Drug Court program, Bristlecone offers the following substance abuse treatment continuum, which may be accessed by Family Drug Court clients as needed based on the assessment criteria.

A. Outpatient Treatment: Outpatient services focus on the recovery and abstinence/relapse prevention plan for male or female clients. One to eight hours per week of skilled therapies are provided.

B. Medium/High Intensity Residential Treatment: Residential treatment services are provided 24-hours a day in the context of a highly-structured therapeutic community. Recreational therapies are provided that include activities and education with a focus on physical health and wellness.

C. Transitional Living Services: Clinically monitored services are provided to those who are in need of treatment on an Outpatient level but do not have a safe home environment. The treatment emphasis is placed on developing and building living skills, social skills, and job-related skills.

D. Detoxification Services: Clients are provided with 24-hour supervised care/nursing and observation as necessary medical support in conjunction with withdrawal. Consultation regarding treatment services is inclusive to this support.

E. Compulsive Gambling Program (GATE): Clients may access residential, outpatient and transitional living services through GATE, a program unique in its comprehensive approach to gambling addiction, helping clients identify triggers, environments, and choices that put them at risk. GATE provides clients with key components of successful treatment such as financial and credit counseling, self-regulation skills and cognitive behavior therapy, as well as workbooks and materials for self-directed learning developed by Gamblers Anonymous and others.

F. Treatment for Co-Occurring Disorders: The outpatient Dual Diagnosis Enhanced program offers clients with co-occurring disorders on-site comprehensive substance abuse and mental health services concurrently. Co-occurring disorders require integrated continuous treatment combining elements of both mental health and addiction treatment into a unified and comprehensive treatment program.

Appendix B

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for CONTRACTORS contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an CONTRACTOR accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the