

**PERSONAL SERVICES AGREEMENT
LEWIS COUNTY SUPERIEOR COURT
DRUG COURT AND CORE HEALTH**

THIS CONTRACT is made and entered into this day between LEWIS COUNTY SUPERIOR COURT, hereinafter referred to as "DRUG COURT", and CORE Health from here on referred to as the "CONTRACTOR."

DRUG COURT desires the professional services and specialized skills and other supportive capabilities to perform Substance Use Disorder Treatment and Mental Health services for Adult and Family Drug Court participants. The CONTRACTOR is qualified and possesses sufficient skills and expertise to perform the services identified.

THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I. SERVICES

In consideration of the timely and properly documented and invoiced substance abuse and mental health services rendered to DRUG COURT by CONTRACTOR during the term of this Agreement, including but not limited to individual SUD and therapeutic sessions, group counseling, urinalysis testing, all as defined in Attachment A to this Agreement (hereinafter "Services"), DRUG COURT agrees to make Payments in accordance with the schedule of fees or charges listed in Section III of this Agreement. The CONTRACTOR's Scope of Work and Compensation for such Services is described in Attachment A to this Agreement, which attachment is incorporated herein by reference.

II. DURATION OF CONTRACT

The CONTRACTOR shall provide the Services commencing on January 1, 2021 and continuing through December 31, 2021, unless this Agreement is earlier terminated in accordance with Section XI of this Agreement.

III. PAYMENT

As consideration for the Services rendered by CONTRACTOR, DRUG COURT shall pay CONTRACTOR at the rate of \$177.58 per SUD counseling hour, \$355.61 per SUD assessment, and \$44.40 per SUD participant per group hour.

As consideration for the Services rendered by CONTRACTOR, DRUG COURT shall pay CONTRACTOR at the rate of \$177.58 per Mental Health therapy hour, \$266.37 per Mental Health intake and at the rate of \$339.02 per hour for Psychiatric ARNP services.

A. TAXES

CONTRACTOR understands and acknowledges that DRUG COURT will not withhold any taxes from Payments. All compensation received by CONTRACTOR will be reported to the Internal Revenue Service (IRS) at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payment throughout the year, if any, and CONTRACTOR is solely liable for any tax obligation arising from the CONTRACTOR's performance of this Agreement. CONTRACTOR hereby agrees to indemnify DRUG COURT, Lewis County, its officials, agents and representatives against any demand to pay taxes arising from CONTRACTOR's failure to pay taxes on compensation earned pursuant to this Agreement.

IV. ACCOUNTING AND PAYMENT FOR CONTRACTOR SERVICES

Reimbursement to the CONTRACTOR for the services rendered under this Agreement shall be based upon invoices provided by the CONTRACTOR supported by appropriate documentation of the time spent on a monthly basis. The invoices shall include the actual hours worked and shall be submitted by the 10th of the

month following the work done. Reimbursement for the following month shall be specifically conditioned on receipt of this information in a timely fashion. Reimbursements are to be paid to CONTRACTOR within 15 days of invoice date.

V. INDEPENDENT CONTRACTOR

CONTRACTOR's Services shall be furnished by the CONTRACTOR as an independent Contractor and this Agreement shall not be construed to create a relationship of employer-employee or master-servant, but all Services shall be performed pursuant to this Agreement by the CONTRACTOR as an independent Contractor. CONTRACTOR agrees and acknowledges that the entire compensation for this Agreement is specified in the resolution, and CONTRACTOR is not entitled to any benefits from Lewis County or the State of Washington including, but not limited to: vacation pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to COUNTY or STATE employees.

- A. Assignment and Subcontracting: No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the prior written consent of DRUG COURT. Subcontractors and assignees shall be held to the same standards and requirements of CONTRACTOR and CONTRACTOR's personnel under this Agreement and CONTRACTOR shall be responsible and liable for the work of said subcontractor or assignee.

VI. HOLD HARMLESS

- A. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold Lewis County, the State of Washington, and their respective departments, elected and appointed official, employees, agents and volunteers ("Indemnitees"), harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the Indemnitee(s). This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to DRUG COURT to enter into this Agreement, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

CONTRACTOR's initials acknowledging indemnity terms: 

VII. INSURANCE

- A. Professional legal Liability: The CONTRACTOR, if 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 \$1,000,000 per loss.
- 1) 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 Agreement. 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 Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.

- 2) The CONTRACTOR's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Lewis County, its elected and appointed officers, officials, employees and agents.
 - 3) The insurance limits mandated for any insurance coverage, required by this Agreement, are not intended to be an indication of exposure nor are they limitations on indemnification.
 - 4) 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.
- B. The CONTRACTOR shall furnish the Lewis County Risk Manager with properly executed Certificates of Insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage.

VIII. NONDISCRIMINATION

The CONTRACTOR agrees to comply with all applicable local, state and /or federal laws and ordinances and agrees not to discriminate in delivery of services or other activities on the grounds of race, color, religion, national origin, age, gender, marital status, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability.

IX. RECORDS AND INSPECTIONS

The CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. Lewis County shall have free access to such records and the right to examine and audit the same and to make copies, and to inspect all program data and documents. To access such records, Lewis County shall make an appointment with CONTRACTOR during regular business hours. CONTRACTOR will make records available within two business days from request of DRUG COURT. This Agreement is subject to review by any Federal or State auditor. Lewis County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the appropriate Lewis County Financial Officer. Such review may occur with or without notice, and may include but is not limited to: on-site inspection by Lewis County agents or employees, inspection of all records or other materials which Lewis County deems pertinent to the Agreement and its performance and any and all communication with or evaluations by service recipients under this Agreement. CONTRACTOR shall preserve and maintain all financial records relating to the performance of work under this Agreement for three (3) years after contract terminations and shall make them available for such review, within Lewis County, State of Washington upon request.

X. MODIFICATIONS

Either party may request changes in scope of Services or performance standards. Any and all modifications, including extension of the Agreement shall be mutually agreed upon and incorporated by written amendments to the Agreement and signed by DRUG COURT and the CONTRACTOR.

XI. TERMINATION

A. Termination for Default

If CONTRACTOR defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency makes an assignment for the benefit of creditors, DRUG COURT may give 30 days written termination notice, by depositing written notice to CONTRACTOR in the U.S. Mail, postage prepaid, termination of the Agreement, and at the DRUG COURT's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, CONTRACTOR shall not be entitled to receive any further Payments under the

Agreement until such Services called for in this Agreement have been fully performed. Any extra cost or damage to DRUG COURT resulting from such default(s) shall be deducted from any money for or coming due to CONTRACTOR. CONTRACTOR shall bear any extra expenses incurred by DRUG COURT in completing the Services hereunder, including all increased costs for completing the work, and all damages sustained, or which may be sustained by the DRUG COURT by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason the at the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

DRUG COURT or CONTRACTOR may terminate the Agreement in whole or in part whenever DRUG COURT or CONTRACTOR determines, in its sole discretion that such termination is in the DRUG COURT's or CONTRACTOR's best interests, by giving 30 days written termination notice. Whenever the Agreement is terminated in accordance with this paragraph, CONTRACTOR shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by DRUG COURT or CONTRACTOR at any time during the term, whether for default or convenience, shall not constitute a breach of contract by DRUG COURT or CONTRACTOR.

XII. JURISDICTION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by the parties that any action taken on this Agreement or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Lewis County, Washington.

XIII. SEVERABILITY

It is understood and agreed by the parties that if any part, term or provision of the Agreement is held to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

XIV. DISPUTES

- A. General: Differences between CONTRACTOR and DRUG COURT, arising under and by virtue of the Contract Documents shall be brought to the attention of the DRUG COURT at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
- B. Notice of Potential Claims: CONTRACTOR shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the DRUG COURT, or (2) the happening of any event or occurrence, unless CONTRACTOR has given the DRUG COURT a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before the final payment by DRUG COURT. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and in so far as possible the amount of the potential claim. CONTRACTOR shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- C. Detailed Claim: CONTRACTOR is not entitled to claim any such additional compensation or extension of time unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final Payment by DRUG COURT. CONTRACTOR has given DRUG COURT a

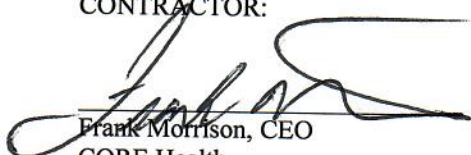
detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

XV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms and any oral representation or understanding not incorporated herein is excluded.

Dated this Dec. 23rd, 2020

CONTRACTOR:


Frank Morrison, CEO
CORE Health

LEWIS COUNTY:


Judge J. Andrew Toynbee
Lewis County Superior Court

Attachment A-
Scope of Work

CONTRACTOR shall provide the full range of substance of Substance Use Disorder and Mental Health therapeutic services to the Drug Court division of the Lewis County Superior Court.

- A. Substance Use Disorder and Mental Health therapeutic services for Drug Court participants who are not eligible for any public funding (ADATSA, CJTA, DL, MEDICAID) yet are in need of treatment services as determined by Superior Court for the rehabilitation of the offender, are expected to pay all sliding scale fees, per their legal contract upon joining Drug Court. If a participant is unable to pay, the Drug Court Program will serve as a payor of last resort. Before any services are rendered that result in payment from the Drug Court division, the Drug Court Manager will need to give final approval for any payment of substance use disorder or mental health therapeutic treatment fees.
- B. If payment is deemed appropriate, DRUG COURT and the CONTRACTOR agree on the following sums-- \$355.16 for an SUD assessment, \$266.33 for a mental health intake, \$177.58 per hour for an SUD individual session, \$44.40 per hour for SUD group sessions, \$339.02 per hour for psychiatric ARNP services and \$177.58 per hour for a mental health therapy session.
- C. DRUG COURT shall pay CONTRACTOR for services rendered a maximum total sum of \$15,000 for treatment, therapy, and testing services for Adult Drug Court per contract. DRUG COURT shall pay CONTRACTOR for services rendered a maximum total of \$7,500 for treatment, therapy and testing services for Family Recovery Court per contract year. DRUG COURT is a "funder of last resort" and will only be used as approved by the Drug Court Manager for services that cannot be paid for by any other public funds or through the sliding scale agreement between CONTRACTOR and the participant.
- D. CONTRACTOR shall submit statements for Payment by the 10th calendar day of the month following the month during which services were performed with supportive documentation including: participant name, specific program enrollment date, date of service provided and service provided. CONTRACTOR will submit statements to: Lewis County Drug Court, 345 West Main, Second Floor, Chehalis, WA 98532. DRUG COURT shall reimburse CONTRACTOR within 15 days of invoice date.
- E. CONTRACTOR will provide a designated SUDP and mental health counselor to be present at Drug Court staffing and court every Monday from 1PM-5PM. CONTRACTOR will provide a designated SUDP and mental health counselor to be present at Family Recovery Court staffing and court every Friday from 1:00PM-5PM. CONTRACTOR will allow designated SUDP's to have caseloads entirely of Drug Court and Family Recovery Court participants, when possible. The designated mental health counselor's caseload will also consist of Drug Court and FRC participants.
- F. CONTRACTOR will provide the initial assessment summary and treatment schedule for each participant.
- G. CONTRACTOR shall submit via email weekly progress reports for participants who will be seen in court that week. Progress reports for Drug Court are due by 11AM every Monday, for the week defined as Monday - Sunday. Progress reports for Family Recovery Court are due by 11AM every Friday, for the week defined as Friday - Thursday. Progress reports shall include SUD and mental health (non)compliance. Further, progress reports shall outline attendance dates, any no shows (groups or individuals - SUD or MH), any behavior issues and progress for each participant involved in services with CONTRACTOR.
- H. The DRUG COURT will determine and provide a monthly UA testing schedule to CONTRACTOR and CONTRACTOR's vendor. UA testing is at random and will be offered by CONTRACTOR's vendor seven days per week. DRUG COURT will not schedule UA testing on days when the CONTRACTOR is closed for business. Billing for UA's is through the CONTRACTOR's vendor, participants are not to be responsible for any cost for UA's. CONTRACTOR will provide an end of day report (each day) that includes participants who appeared and participants who missed UA's for that day. CONTRACTOR's vendor will provide access to the online database so that DRUG COURT is able to access all UA results at any given time.
- I. CONTRACTOR will report any major violation or concern to the Drug Court Manager on the same day of occurrence.
- J. If needed, the CONTRACTOR has the ability to provide SUD services through an SUDP-T who is fully supervised an SUDP. In this instance, the Drug Court and FRC teams will be able to provide feedback to the supervising SUDP in regards to services.