

**JUVENILE /  
CIRCUIT COURT**



LIVINGSTON COUNTY  
**CATHOLIC  
CHARITIES**  
HELPING LIVES GROW

**2016 - 2018  
SUBSTANCE ABUSE  
COUNSELING**

<b>ORIGINAL TERM:</b>	<b>10.1.15 TO 9.30.18</b>	<b>ERP</b>
<input type="checkbox"/> <b>RENEWAL #1:</b>	<b>10.1.18 TO 9.30.19</b>	<b>#304</b>
<input type="checkbox"/> <b>RENEWAL #2:</b>	<b>10.1.19 TO 9.30.20</b>	

**DESTROY:**

#2015-**09-188**

**2027**

**9.14.15**

**RESOLUTION**

**NO: 2015-09-188**

**LIVINGSTON COUNTY**

**DATE: September 14, 2015**

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**RESOLUTION TO AUTHORIZE A CONTRACT WITH LIVINGSTON COUNTY CATHOLIC CHARITIES FOR SUBSTANCE ABUSE TREATMENT SERVICES - 44<sup>TH</sup> CIRCUIT COURT, JUVENILE COURT DIVISION / FINANCE / BOARD**

**WHEREAS,** the Juvenile Unit of the Family Division of the 44<sup>th</sup> Circuit Court has a continued need for the services offered within the Substance Abuse Treatment Program; and

**WHEREAS,** the program will continue provide comprehensive assessments and weekly group sessions will be utilized to educate, motivate and assist with supportive options in dealing with personal change; and

**WHEREAS,** the court recommends entering into a contract with Livingston County Catholic Charities for the Substance Abuse Treatment Program for the period of October 1, 2015 through September 30, 2018, with the potential for two 1-year renewal options, term not to exceed five (5) years, at a total annual County cost not to exceed \$50,000.00, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund.

**THEREFORE BE IT RESOLVED,** that the Livingston County Board of Commissioners hereby approves said contract with Livingston County Catholic Charities for the Substance Abuse Treatment Program for the period of October 1, 2015 through September 30, 2018, at a total annual county cost not to exceed \$50,000.00, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund with the potential for two 1-year renewal options.

**BE IT FURTHER RESOLVED,** that the Chairman is authorized to sign said contract prepared by Civil Counsel.

# # #

**MOVED:** Commissioner Green  
**SECONDED:** Commissioner Lawrence  
**CARRIED:** 9-0-0 Roll call vote; Ayes; Green, Domas, VanHouten, Parker, Williams, Griffith, Dolan, Childs, Lawrence; Nays: None; Absent: None



**LIVINGSTON COUNTY, MICHIGAN**  
**44<sup>TH</sup> CIRCUIT COURT, FAMILY DIVISION – JUVENILE UNIT**

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204 S. Highlander Way, Suite 5 Howell, MI 48843  
Web Site: [www.livgov.com](http://www.livgov.com)

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: John Evans, Circuit Court Administrator**  
**Date: August 28, 2015**  
**Re: RESOLUTION TO AUTHORIZE A CONTRACT WITH LIVINGSTON COUNTY  
CATHOLIC CHARITIES FOR SUBSTANCE ABUSE TREATMENT SERVICES**

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The Juvenile Court has a continued need for a Substance Abuse Treatment Program to work with at-risk youth to prevent out-of-home placements. The program in place will continue to provide comprehensive assessments to evaluate the risk level of youth who have alcohol and other drug use issues. Weekly group sessions will be utilized to educate, motivate and assist youth with supportive options to deal with personal change.

Per the Purchasing Policy, Purchasing released a Request for Proposal (RFP) for Substance Abuse Counseling service. Bid documents were posted on the Michigan Inter-Governmental Trade Network (MITN) website and an ad was placed in the local Argus & Press.

Purchasing received five (5) proposals; attached please find the tabulation sheet outlining the pricing submitted by each vendor. After careful review, the Court's evaluation committee is recommending an award to Livingston County Catholic Charities.

The contract with Livingston County Catholic Social Services for a Substance Abuse Treatment Program has a total program cost not to exceed \$50,000.00, of which 50% is reimbursable from the State of Michigan. The court will assess the parents a fee to offset the program cost.

As a result, we are requesting that the attached resolution be approved to authorize entering into a contract with Livingston County Catholic Charities, 2020 E. Grand River Ave., #104, Howell, Michigan, for a three-year period with two options for a one-year renewal, at the County discretion, for a total contract period to not exceed five (5) years.



# SUBSTANCE ABUSE COUNSELING PROGRAM AGREEMENT



**THIS AGREEMENT**, effective October 1, 2015, is made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) acting on behalf of the **FORTY-FOURTH JUDICIAL CIRCUIT COURT-FAMILY COURT DIVISION/JUVENILE UNIT**, with offices at 204 E. Highlander Way, Suite 3, Howell, Michigan 48843 (hereinafter referred to as the “Court”) and **LIVINGSTON COUNTY CATHOLIC CHARITIES**, with offices at 2020 E. Grand River Avenue, Suite 104, Howell, Michigan 48843 (hereinafter referred to as the “Contractor”).

## WITNESSETH:

**WHEREAS**, the Court has determined that there is a need for a substance abuse counseling program for minors against whom a complaint has been filed with the Court whom the Court may order into such program as an alternative to removal from their homes or, if placed outside of their homes, to speed their return to their homes; and

**WHEREAS**, the Contractor has the license and accreditation required by the State of Michigan to provide services of the type required by the Court; and

**WHEREAS**, the Contractor has presented itself to the Court as being in the business of providing the type of services which the Court requires for its Substance Abuse Counseling Program on an independent contractor basis; and

**WHEREAS**, the County and the Contractor wish to enter into a contract which will permit the Court to assign people to the Contractor for Substance Abuse Counseling Program services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**FIRST: PURPOSE OF AGREEMENT.** The purpose of this Agreement shall be to provide the Court with a Substance Abuse Counseling Program for minors against whom a complaint has been filed with the Court to which the Court may order the minors into as an alternative to removal from their homes or, if placed outside of their homes, to speed their return to their homes (hereinafter referred to as the “Program”).

The Program shall be an adolescent alcohol and drug abuse community based treatment program for youths with a drug or alcohol related juvenile delinquency offense who are 14 - 17 years of age. The overall treatment goal of the Program is to change adolescent behaviors and attitudes related to alcohol and other drug abuse in a positive way thereby preventing progression of problematic use and concurrent legal, school, employment, psychosocial and family problems.

LIVINGSTON COUNTY /  
44<sup>TH</sup> CIRCUIT COURT

-&-  
L.C. CATHOLIC CHARITIES

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TERM: 10/01/15 TO 9/30/18  
(With 2 1-Year Renewal Options)

RES: #2015-09-188

**SECOND: THE COURT'S RESPONSIBILITIES.**

- A. The Court's caseworkers will be familiar with the Program and work with the Contractor regarding matters pertaining to the Program and persons assigned thereto.
- B. The Court shall assign to the Program those persons whom the Court believes will benefit therefrom.
- C. The Court shall prepare and transmit to the Contractor a referral packet on each person it assigns to the Program, which includes any known information or reports about their social, physical, psychological or medical functioning which are relevant to the Program.
- D. After a person is assigned to the Program the Court shall work with the Contractor on a continuing basis to determine whether the person continues to be appropriate for the Program, his/her continued need for the Program's services and his/her discharge from the Program when such discharge is considered to be appropriate.
- E. The period of time that the person will be allowed to participate in the Program will be determined by the Court.

**THIRD: SERVICES TO BE PROVIDED BY THE CONTRACTOR.** The Contractor shall provide the Court with the following services:

- A. **Proof of Contractor's Business Status.** The Contractor prior to commencing work under this Agreement shall provide the Court with documentation of its authority to conduct business in the State of Michigan and in what capacity (i.e. sole proprietorship, partnership or corporation). At the end of each quarter of the calendar year covered by this Agreement, the Contractor shall submit to the Court documentation showing that it has filed and paid required tax returns to the Federal, State and local governments.
- B. **Time and Location(s) for Services.** All services required by this Agreement shall be provided during traditional and non-traditional business hours and may include evenings or weekends at a location arranged by the Contractor. The locations selected for the performance of services must be in Livingston County. Residences, personal or otherwise, are excluded from the possible locations for services and shall not be considered as an acceptable location for performance of services under this Agreement.
- C. **Program Services.**
  - 1. The Contractor shall ensure that it and all persons it may employ to perform services under this Agreement meet all the applicable licensing, certifications, and conduct standards required by applicable Federal, State and local laws, codes, ordinances, rules and regulations.
  - 2. The Contractor shall provide substance abuse services for juvenile participants including substance abuse education and prevention, relapse prevention, maintenance, accessing community resources and after care planning.
  - 3. The Contractor shall provide a comprehensive psychosocial intake assessment of each juvenile referred to the Contractor prior to each juvenile participant beginning the Substance Abuse Counseling Program. This assessment shall provide the following information:
    - a. Information about the juvenile's immediate and extended family situation and background, including abuse and violence;
    - b. Individual and family strengths;
    - c. Mental health status;

- d. Physical and mental health history, including any prior mental health or substance abuse treatment;
- e. Available support systems and the use of supports;
- f. Stage of attitudinal and motivational change;
- g. The juvenile's history of substance use, abuse or dependence and the impact on self and family;
- h. The substance abuse history of the parents and members of the extended family;
- i. The juvenile's attitude towards treatment and the prognosis for changes; and
- j. Recommendations for treatment.

The Contractor may use assessment tools available to assist with securing information related to the use of substances. These tools include standardized instruments (MAST, SOCETES, etc.) and tools developed for internal use. Assessments will always be completed through the use of ASAM criteria and will be monitored through the course of treatment.

- 4. The services to be provided by the Contractor and the methods the Contractor shall use in providing such services are more fully set forth in excerpts from the Contractor's proposal, a copy of which is attached to this Agreement and labeled Exhibit A. The Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event a conflict arises between the terms and conditions set forth in this Agreement and those contained in Exhibit A, the terms and conditions of this Agreement shall take precedence and prevail.

**D. Reports.**

- 1. The Contractor shall submit a written progress report to the Court detailing the attendance at the group sessions and a summary of the treatment services provided.
- 2. The Contractor shall complete a full assessment report upon the juvenile participant's completion of the Program. This report shall provide such information as the treatment goals achieved during the Program, recommendation for continued services within the community, if any, prognosis and aftercare planning. The Contractor shall also submit to the County or the Court any other reports or information related to the services provided when and as requested by either the County or the Court.
- 3. The Contractor shall submit to the Court reports that indicate the effectiveness of activities performed under this Agreement as specified in the description of services in this Agreement.
- 4. The Contractor shall submit all reports and all information requested by the Court within deadlines established by the Court.
- 5. The Contractor shall submit an annual report acceptable to the Court Administrator by July 30, 2016, and July 30<sup>th</sup> of each subsequent year in which this Agreement remains in effect. The annual report shall, at a minimum, include:
  - a. Program history.
  - b. Program overview.
  - c. Program model.
  - d. Program mission/philosophy.

- e. Contract expectations and results.
  - f. Staffing pattern.
  - g. Narrative services summary.
  - h. Special projects, community involvement.
  - i. Problems/barriers and corrective action plan, if applicable.
  - j. Program effectiveness - addressing:
    - 1) Reducing long-term rates of criminal offending in serious juvenile offenders;
    - 2) Recidivism and re-arrest rate;
    - 3) Out-of-home placements rate for participants;
    - 4) Improvement amount in youth and family functioning;
    - 5) Decreased behavior and mental health problems of participants;
    - 6) Other favorable outcomes.
6. All reports shall be in such form and submitted at such times as either the County or the Court may require.
7. Failure by the Contractor to submit any reports or information required by either the County or the Court shall constitute a material breach of this Agreement.
- E. **Program Audit and Evaluation.** The Contractor shall give the County and Court or any of their identified agents access to the facilities and records used in performing services under this Agreement, at any reasonable time, to audit and evaluate the operation of the Program.
- F. **Legal Advice.** Under no circumstances shall the Contractor provide legal advice to youths/parents assigned to the Program.

**FOURTH: NOTICE REQUIREMENT.** In the event that the Contractor determines that the Court's personnel are not performing their responsibilities under this Agreement, the Contractor shall notify, in writing, the Court's Administrator. Similarly, in the event that the Court feels that the Contractor is not performing the services required under this Agreement, the Court shall notify, in writing, the Contractor or such representative or agent that the Contractor shall designate.

**FIFTH: COMPENSATION.** The Contractor shall receive the following compensation for the services to be performed under this Agreement:

- A. The Contractor shall be paid for services it performs under this Agreement in accordance with the following fee schedule:

SERVICE	FEE
Intake Assessment	\$100.00 per youth
Group Therapy	\$225 per 90 minute session
Individual Counseling	\$75 per 50 minute session
Family Counseling	\$75 per 50 minute session

NO OTHER FEES SUCH AS TRAVEL, MILEAGE, NO-SHOW FEES, PAPERWORK OR ANY OTHER FEES SHALL BE CHARGED OR PAID UNDER THIS AGREEMENT.

- B. It is expressly understood and agreed that the total compensation which the County shall annually pay for all services to be performed under this Agreement and under any other Agreement with any other entity for Program services shall not exceed the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Of such total, the maximum which shall be paid from the County's funds shall not exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), with the balance to be paid from the State of Michigan Child Care Fund.

**SIXTH: ACCOUNTING PROCEDURES.** The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

**SEVENTH: BILLING PROCEDURE, METHOD OF PAYMENT AND INTENT OF PARTIES REGARDING TAXES.** The Contractor shall submit to the Court on or before the tenth (10<sup>th</sup>) day of each month a signed invoice for services rendered during the preceding month. Each invoice shall be in such form and contain such information as the County and/or the Court shall require. The invoices shall be completely itemized including full details of all services provided. The Contractor shall not submit an invoice for less than two (2) weeks of work during any monthly period unless requested to do so by the County and/or its agents. The Court's Juvenile Officer must approve all invoices prior to payment. The County, upon verification that the services billed have been performed, shall process and pay such bills in accordance with the County's procedure for payment of Accounts Payable. The Contractor shall notify the Court immediately of any overpayment and upon documented reconciliation with any underpayment return the net overpayment to the Court.

It is expressly understood and agreed by the parties to this Agreement that the payment of compensation as set forth in this section has been based upon their intent and belief that their relationship is that of an independent contractor. In the event a Federal or State court or administrative agency rules at any time that the relationship between the parties to this Agreement is one of an employer/employee, the compensation to be paid the Contractor shall be the sum appropriately billed less the sum required to be withheld to pay for income and social security taxes to the proper Federal, State and local governments. If withholding for payment of taxes from the Contractor's compensation is found to be required, the Contractor shall reimburse the County in full for any taxes, interest and penalties that the County and/or the Court are required to pay on compensation received by the Contractor under this Agreement, prior to commencement of withholding for taxes thereon.

**EIGHTH: RECORDS AND INSPECTIONS.** The Contractor shall maintain full and accurate records with respect to all services performed under this Agreement. Representatives of the County, the Court and Michigan Department of Health and Human Services shall have free access during the County's normal business hours to such records and shall have the right to examine and audit the same and to make copies and/or transcripts thereof and to inspect all Program data, documents, proceedings and activities. Refusal to allow the County's, the Court's or the Michigan Department of Health and Human Services' representatives access to said



records, data, documents, proceedings and activities and right to inspect, audit, make copies and/or transcripts thereof, shall constitute a material breach of this Agreement.

**NINTH: CONFIDENTIALITY.** The Contractor shall establish and maintain procedures to ensure against disclosure of Program records, reports, confidential communications and visual or audio material containing the identity of individual participants which the Court has referred to the Program. The only exceptions to this requirement shall be the following:

- A. Where disclosure is ordered by the Court.
- B. Where disclosure is required or authorized by law.

Under no circumstances may any public reports or findings contain the names of the minors the Court has placed in the Program.

**TENTH: COMPLIANCE WITH THE LAW AND HIPAA.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, applicable rules adopted by the Michigan Department of Health and Human Services. The Contractor shall also comply with all policies, rules and regulations of the Court and orders issued by the Court which relate to the specific services to be provided to a minor under this Agreement.

To the extent the Contractor has access to health information of participants in the Program that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, Contractor shall comply with all applicable requirements of HIPAA and the rules and regulations which are promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended.

**ELEVENTH: NONDISCRIMINATION.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Section 504 of the Rehabilitation Act of 1973, as amended.
- B. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- C. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

The Contractor shall post notices containing its policy against discrimination which, at a minimum, meets the requirements of the first paragraph of this section, in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees placed by or on behalf of the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

In the event a Federal or State court or Federal or State administrative agency after a due process hearing makes a finding that the Contractor is guilty of discrimination prohibited by law, the Contractor shall forward a copy of the finding to the County and the Court.

Breach of this section shall be regarded as a material breach of this Agreement.

**TWELFTH: INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. The employees, servants or agents of the Contractor shall in no way be deemed to be and shall not hold themselves out to be employees, servants or agents of either the County or the Court and shall not be entitled to any fringe benefits which the County and Court provides its employees including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave and longevity.

The Contractor shall be responsible for their payment of the salary, wages or other compensation which may be due its employees, servants and agents for services performed under this Agreement and for the withholding and payment of all applicable taxes including, but not limited to, income and social security taxes to the proper Federal, State and local governments that arise out of providing Substance Abuse Counseling Program services.

**THIRTEENTH: INDEMNIFICATION AND HOLD HARMLESS.**

- A. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the Court, and their elected and appointed officers, employees and agents from all claims, damages (including, but not limited to direct, indirect, incidental, consequential, special and punitive damages), lawsuits, costs and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that the County, the Court and their elected and appointed officers, employees or agents may incur as a result of any acts, omissions or negligence of the Contractor, its officers, employees or agents, or its subcontractors or sub-subcontractors or their officers, employees or agents that may arise out of this Agreement.
- B. The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, lawsuits and expenses which are in excess of any sum paid out on behalf of or reimbursed to the County, the Court, or their elected or appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**FOURTEENTH: INSURANCE.** The Contractor shall maintain during the term and any extended term of this Agreement the following insurance coverage requirements. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

- A. The Contractor shall carry Workers' Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation and Employer's Liability Insurance Coverage, as required by law.
- B. Professional Liability Insurance: The Contractor shall procure and maintain during the term and any extended term of this Agreement Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is in a claims made form, then the Contractor shall keep the policy

in force or purchase "tail" coverage, for a minimum of three (3) years after termination of this Agreement.

- C. The Contractor shall procure and maintain during the term and any extended term of this Agreement Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property Damage Coverage shall include the following extensions:
  - 1. Contractual Liability;
  - 2. Products and Completed Operations Coverage;
  - 3. Independent Contractors Coverage;
  - 4. Broad Form General Liability Extensions or equivalent; if not in policy proper.
- D. The Contractor shall maintain Vehicle Liability Insurance with Michigan No-Fault Coverage including all owned, non-owned and hired vehicles of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Vehicle Insurance as described above shall include the following "Additional Insured": County of Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess..
- F. Workers' Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice [ten (10) days for non-payment of premium] of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, MI 48843.
- G. If any of the above coverage expires during the term of this Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, MI 48843, at least thirty (30) days prior to expiration.

**FIFTEENTH: WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**SIXTEENTH: ASSIGNMENT, SUBCONTRACTS, AND AUTHORITY OF COUNTY TO CONTRACT WITH OTHERS.**

- A. The Contractor shall not assign or subcontract its duties and/or obligations under this Agreement without the prior written consent of the County and the Court.
- B. It is expressly understood and agreed by the Contractor that the Contractor may not be the sole provider of services for the Program. The County may at any time contract with parties other than the Contractor for the provision of services for the Program.

**SEVENTEENTH: AMENDMENTS OR MODIFICATIONS TO THE AGREEMENT.** This Agreement may be amended or modified only by the written mutual consent of the parties hereto.

**EIGHTEENTH: AGREEMENT PERIOD AND OPTIONS TO RENEW.** This Agreement shall become effective and performance thereon shall commence on the **1<sup>st</sup> day of October, 2015**, and shall continue to the **30<sup>th</sup> day of September, 2018**, at which time it shall terminate, unless extended as set forth in this EIGHTEENTH section.

The County shall have two (2) options to extend the term of this Agreement for one (1) additional year per each option. To exercise this option the County shall provide written notice to the Contractor prior to the end of the initial term for the first renewal option and prior to the end of the first renewal year for the second renewal option.

**NINETEENTH: TERMINATION.** Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**TWENTIETH: DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**TWENTY-FIRST: COMPLETE AGREEMENT.** This Agreement, Exhibit A, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**TWENTY-SECOND: NON-BENEFICIARY CONTRACT.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

**TWENTY-THIRD: INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**TWENTY-FOURTH: CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully signed this Substance Abuse Counseling Program Agreement on the day and year first above written.

**COUNTY OF LIVINGSTON**

BY: *Carol S. Griffith*  
CAROL S. GRIFFITH - CHAIRWOMAN  
COUNTY BOARD OF COMMISSIONERS

Dated: 10-5-15

**LIVINGSTON COUNTY  
CATHOLIC CHARITIES**

BY: *Mark F. Robinson*  
MARK F. ROBINSON, ACSW, LMSW  
EXECUTIVE DIRECTOR

Dated: 9/29/2015

**44<sup>TH</sup> JUDICIAL CIRCUIT COURT-  
FAMILY COURT DIVISION / JUVENILE UNIT**

BY: *David J. Reader*  
DAVID J. READER - CHIEF JUDGE  
LIVINGSTON COUNTY TRIAL COURTS

Dated: 10-1-15

APPROVED AS TO FORM FOR COUNTY  
OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: TIMOTHY M. PERRONE  
On: September 21, 2015

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LIV/Circuit Ct #09-008

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Corrections (probation), and other court related services. Insurance certificates are supplied to the County annually.

**Contractor Status:** LCCC is in full compliance with all government contracts and the agency is not on any lists for debarment or prohibition.

**Violations:** LCCC has not had any permit, license, regulation or statute violations during the past five years. The agency has not experienced any fines, notices, censures, punitive awards or any similar actions, for any reason, during this time frame.

**Contract Terminations:** LCCC has not experienced any contract terminations for cause for any of our services or programs.

**Licenses:** Copies of both individual and organizational licenses are attached.

## SCOPE OF SERVICES

**Purpose of the program:** The purpose of this Substance Abuse Treatment Program for Juveniles is to provide a community-based treatment program for youth with a drug or alcohol related juvenile delinquency offense and who are 14-17 years of age.

**Goal of the program:** The overall treatment goal of the Juvenile Substance Abuse Treatment Program is to change adolescent behaviors and attitudes related to alcohol and other drug abuse in a positive way, thereby preventing progression of problematic use and concurrent legal, school, employment, psychosocial and family problems.

**Description of Treatment Services:** Program design will focus on the following areas: Substance abuse education and prevention, relapse prevention, maintenance, accessing community resources and aftercare planning. The program staff will cooperate with all of the reporting requirements of the Court, including attendance and a summary of the treatment services provided.

Assessment: LCCC provides a comprehensive psychosocial assessment, which includes:

- Information about the client's immediate and extended family situation and background, history of abuse and violence;
- An evaluation of the impact of trauma;
- Individual and family strengths;
- Mental health status;
- Physical and mental health history, including any prior mental health or substance abuse treatment;
- Available support systems and the use of supports;
- Stage of attitudinal and motivational change;
- The adolescent's history of substance use, abuse or dependence and the impact on self and family;
- The substance abuse history of the parents and members of the extended family;

- The adolescent's attitude towards treatment and the prognosis for change; and
- Recommendations for treatment.

The therapist may use assessment tools available to assist with securing information related to the use of substances. These tools include standardized instruments (SOCRETES, SELF-SUFFICIENCY MATRIX, etc.) and tools developed for internal use. Assessments will always be completed through the use of ASAM criteria and will be monitored throughout the course of treatment. Client will be referred to group sessions and group will begin after 3 clients have been referred to the group.

Treatment: The adolescent's treatment will be guided by the Master Treatment Plan. The Master Treatment Plan is developed with the client in a team approach and is formulated based on the client's presenting problem, the diagnosis and clinical impressions. The Master Treatment Plan will include any treatment recommendations as made by the court. The treatment plan contains specific, individualized, measurable, achievable goals and objectives with target dates for goal attainment. Treatment activities will include weekly group sessions and individual sessions as needed. Other support activities will be used to enhance the success of the treatment planning (i.e., AA, NA, Engagement Groups, SMART Recovery, Celebrate Recovery, Psychiatric evaluation, Parent Education classes, identifying and using appropriate community resources, etc...).

- a. Group sessions will be utilized to enhance the education, the motivation, and supportive options in dealing with personal change. Group sessions will be on a weekly basis and will run a minimum of 48 weeks throughout the year. Groups will be open-ended and will address the following topics:
  - triggers and powerlessness
  - positive self-worth and utilizing support
  - influence of trauma on emotions and behavior
  - recovery benefits
  - cognitive restructuring
  - communication skills
  - refusal skills and maintaining sobriety
  - relapse prevention
  - developing trust and restoring relationships
  - developing healthy future goals
  - benefits of personal change
  - decision-making skills
- b. Individual sessions will be utilized throughout the course of treatment to support the treatment plan and to assess for individual needs of the adolescent. While group therapy will be the primary treatment modality for most of the referred youth, individual sessions will allow the therapist to evaluate the successful or lack of successful change occurring in the individual adolescent.
- c. Family sessions will include the youth, parent(s) or significant others who may be influential in the client's treatment success.

*Transition/Action:* Individual sessions and group sessions are an opportunity to assist the youth in identifying and accessing appropriate community resources (Engagement group meetings, 12 step program meetings, youth groups, volunteer activities, and/or church activities). LCCC is a strong advocate of family involvement and holds to Family Systems Theory in dealing with substance abuse treatment. Similarly, parents will be encouraged to participate in Al-anon, Celebrate Recovery, parent education/skills classes and other activities that can provide support. The family systems theory suggests that individuals cannot be understood in isolation from one another, but rather as a part of their family, as the family is an emotional unit. Families are systems of interconnected and interdependent individuals, none of whom can be understood in isolation from the system.

*Maintenance:* Monthly reports concerning the juvenile's participation and involvement will be set to the monitoring probation officer or designee. A summary of involvement, including dates of attendance, will be provided to necessary parties (probation, family, etc...) throughout the course of treatment to ensure a team approach to the adolescent's treatment progress and completion.

*Aftercare Planning:* LCCC believes that aftercare is a process that develops throughout the course of treatment. Upon the completion of the Intensive Substance Abuse Treatment Program, the juvenile will, with the input from the therapist, probation, and family, complete an Aftercare Plan including ways to deal with triggers, supportive activities, and their understanding of relapse prevention needs. Client and significant family members involved with the juvenile's treatment will complete a Satisfaction Survey to evaluate the progress the client has made throughout the course of treatment.

**Group Therapy Sessions:** Weekly group therapy sessions will be utilized to enhance the education, the motivation, and supportive options in dealing with personal change. Group therapy sessions will be the primary treatment modality and will be provided on a weekly basis. Unless indicated differently by the referring Probation Officer, attendance at a minimum of 12 group sessions will be required prior to successful discharge. Groups will be open-ended and will minimally run for 48 weeks out of the 52 weeks per year. Group therapy sessions are scheduled during the evening. Group sessions will follow the following topics:

- triggers and powerlessness
- positive self-worth and utilizing support
- influence of trauma on emotions and behavior
- recovery benefits
- cognitive restructuring
- communication skills
- refusal skills and maintaining sobriety
- relapse prevention
- developing trust and restoring relationships
- developing healthy future goals
- benefits of personal change
- decision-making skills



**Program Reports and Accountability:** One important component of program accountability will be the production and submission of an annual report by July 30, of each year, beginning in 2016 and annually thereafter. At a minimum, the annual report will include the following:

- Program history and progress
- Program overview
- Program model
- Program mission and philosophy
- Contract expectations and results
- Staffing patterns
- Narrative services summary
- Special projects and community involvement
- Problems, barriers and Corrective Action Plan (if applicable)
- Program Effectiveness – addressing:
  - Reducing long-term rates of criminal offending in serious juvenile offenders
  - Recidivism and re-arrest rate
  - Out-of-home placement rate for participants
  - Degree of improvement in youth and family functioning
  - Decreased behavioral and mental health problems of participants
  - Other favorable outcomes.

The assigned LCCC therapist will complete a final assessment report for each program participant upon his/her completion of the program. This report will minimally provide the following information:

- Goal achievement
- Recommendation for continued services within the community
- Prognosis and aftercare plans
- And, any other reports or information related to the services provided when and as requested by the either the County or the Court.

LCCC will cooperate with all requested program audits and evaluations. LCCC will permit the 44<sup>th</sup> Circuit Court or Livingston County or any of its identified Agents access to the facilities and records being utilized at any reasonable time, to audit and evaluate the operation of the program. LCCC will submit to the 44<sup>th</sup> Circuit Court reports that indicate the effectiveness of activities performed under this Agreement as specified in the description of services in this Agreement.

LCCC has a strong commitment to Quality Assurance and staff development. The Quality Assurance Plan takes a comprehensive view of program services and includes psychiatric and psychological input. All therapists are regularly supervised by a Certified Clinical Director (CCS) and required to enhance their skills as clinicians through Continuing Education Units.

**Program Cost:** LCCC has submitted a proposed cost of \$225 for each 90 minute group therapy session. The proposed cost for an individual therapy session or for a family session will be \$75 and these will be of 50 minute duration. Additionally, we submit a proposed cost of \$140 for each individualized assessment.

**PRICING PROPOSAL**  
**SUBSTANCE ABUSE COUNSELING SERVICES**

**VENDOR NAME: LIVINGSTON COUNTY CATHOLIC CHARITIES**

DESCRIPTION OF SERVICE	LIVINGSTON CO. CATHOLIC CHARITIES
INTAKE ASSESSMENT RATE PER YOUTH	\$100.00
GROUP THERAPY RATE PER GROUP	\$225.00 PER 90 MIN SESSION
INDIVIDUAL COUNSELING PER SESSION	\$75.00 PER 50 MIN SESSION
FAMILY COUNSELING PER SESSION	\$75.00 PER 50 MIN SESSION