

**AGREEMENT BETWEEN THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF  
THE COURTS AND ALCOHOL AND DRUG SERVICES, INC.**

This CONTRACTUAL SERVICES AGREEMENT (AGREEMENT) is made between the NC Administrative Office of the Courts (hereinafter referred to as "AOC") and Alcohol and Drug Services, Inc. (hereinafter referred to as "Provider"). The purpose of this AGREEMENT is to create a contract between the AOC and the Provider to provide an intensive outpatient treatment (IOPT) program, and related services as designated below, for referred substance abusing/chemically dependent adult offenders Court Program.

WITNESSETH:

WHEREAS, the AOC operates the Drug Treatment Court Program in Guilford County/Judicial District 18 and wishes to provide substance abuse treatment services to chemically dependent adult offenders; and,

WHEREAS, the Provider agrees to provide the services as described herein according to the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises and covenants herein, the AOC and the Provider do hereby mutually agree as follows:

**SECTION I: SCOPE OF SERVICES**

The Provider shall perform the following services for those pre plea/deferred prosecution offenders referred by the Guilford County Drug Treatment Court to the Provider:

A. Individualized Clinical Assessments: The Provider shall administer an industry-standard clinical assessment to each chemically dependent offender referred by the Drug Treatment Court. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview conducted by an individual who meets the requirements as outlined by the North Carolina General Statutes (G.S. 90-113.31 and other applicable statutes) and the North Carolina Substance Abuse Professional Practice Board.

B. Treatment Plan: As part of the clinical intake process, the Provider shall develop a client-specific treatment plan with measurable goals and objectives and provide the plan to the Drug Treatment Court staff.

C. Intensive Outpatient Treatment (IOPT): The Provider shall offer all Drug Treatment Court clients a clinically sound, highly structured multi-phase IOPT program consisting of a minimum of 160 treatment hours (unless otherwise indicated and agreed upon as a result of the clinical assessment) distributed as follows:

**Phase One – Primary Care:** Eight weeks with three group sessions per week, three hours per session, plus individual sessions as needed. Minimum clinical treatment time: 76 hours.

**Phase Two – Continuing Care:** Twelve weeks with two group sessions per week, 1.5 hours per session, plus individual sessions as needed. Minimum clinical treatment time: 36 hours.

**Phase Three – Aftercare:** A minimum of 32 weeks with one 1.5 hour session per week, plus individual sessions as necessary. Minimum clinical treatment time: 48 hours.

D. Content of Group Treatment Sessions: Group treatment sessions shall consist of group education/skill building and group therapy and shall be summarized in writing within a clinically sound, comprehensive substance abuse treatment curriculum. This curriculum shall identify specific components designed to address life skills, anger management, parenting, addiction, bereavement, and sexual relationships, gender-specific and other clinically relevant treatment issues. The Provider shall deliver a current copy of the relevant IOPT and Relapse Response/Relapse Prevention curriculum to the Drug Treatment Court Director, as well as the Drug Treatment Court Case Coordinator who work with the Provider's clients, no later than thirty days after the Provider's receipt of this fully signed Agreement. The curriculum shall describe the Provider's drug treatment court treatment regimen and must, at a minimum, include a description of both the topics that are planned for presentation/discussion and the educational/training/counseling materials that are expected to be employed for each group session. Updates to this curriculum shall be provided to the Drug Treatment Court Director, as well as the Drug Treatment Court Case Coordinator who work with the Provider's clients, as curriculum changes are made.

E. Duration of Treatment: The Provider agrees to deliver appropriate treatment services to the client for the duration of the client's involvement in the Drug Treatment Court.

F. Structure of the Group Sessions: All treatment/education programs may be open-ended. However, a procedure shall be implemented to timely notify existing groups of the pending entry of a new group member and to orient the new group member in the open-ended treatment group.

G. Size of the Groups: Treatment groups may not exceed 12 clients per group session without authorization from the Guilford Drug Treatment Court Director. Multi-family groups and some aftercare group activities may exceed the 12 participant limit upon receipt of prior approval from the Guilford Drug Treatment Court Director.

H. Time of Delivery of Treatment Sessions: IOPT groups will be offered in the evening. If the need develops, a daytime IOPT group will be offered. All clients will be required to work cooperatively with the Provider to schedule individual sessions. This means that clients may have to adjust their schedules from time to time to accommodate the required individual sessions.

I. Clinical Supervision: The Provider shall provide for clinical supervision of the counseling staff and substance abuse treatment component of the program. This will

consist of a minimum of 2 hours of weekly on-site supervision, case reviews, consultations, and client evaluations.

J. Relapse Prevention: An outpatient "Relapse Prevention" or "Relapse Response" program shall be made available by the Provider for those clients who have been involved in the Provider's IOPT program

K. Family Therapy: Families of clients are expected to be included in the client's clinical treatment regimen. Arrangements shall be made by the Provider to provide a minimum of 12 hours of family treatment. The curriculum for the family component will be reviewed and approved by the Drug Treatment Court Director.

L. Aftercare for Drug Treatment Court Graduates: The Provider agrees that the Drug Treatment Court graduates who received their IOPT treatment from the Provider will be given the opportunity to continue to attend a Provider-sponsored 1.5 hour weekly aftercare session or alumni group session for up to one year following graduation from the Drug Treatment Court at no charge to the Drug Treatment Court Program. The cost to the graduate will be no more than \$10 per week.

M. This paragraph is deleted in its entirety.

N. Inpatient Services: The Provider shall assist the Drug Treatment Court in accessing inpatient services as needed.

O. Psychological and Psychiatric Services: The Provider will refer clients with suspected psychological or psychiatric issues to a treatment referral source and will communicate such suspected issues to the client's Drug Treatment Court Case Coordinator.

## **SECTION II: TERM**

The term of this AGREEMENT shall begin on October 1, 2006 and, unless sooner terminated as provided herein, shall exist and continue until midnight June 30, 2007; provided that either party shall have the right to terminate this AGREEMENT as provided herein. Modifications to this agreement may be made at any time during the duration of this agreement, but only pursuant to a written agreement specifying those modifications and signed by the parties to this agreement.

### SECTION III: PAYMENT FOR SERVICES

- A. AOC Payment Terms during Client Involvement in Provider's IOPT: In consideration for the performance of services set forth in Section I above, the Provider shall be compensated directly by the AOC Drug Treatment Court Program at an hourly rate of \$20.00 per group treatment hour, \$75 per assessment, and \$50 per individual treatment hour. The Provider will be reimbursed for the relevant clinical treatment costs from allocated funds controlled by the AOC. Reimbursement will be made within thirty (30) days after receipt of a monthly invoice for the number actual hours of service provided.

Total funding for the contract period is \$52,000.00.

- B. Billing Procedures and Time: For billing purposes, a client treatment hour must equal a minimum of fifty minutes of service provision. It is agreed that the Provider will not charge for canceled appointments or for failure by clients to show for appointments; nor will the Provider charge a "drop out" penalty for any client who discontinues treatment prior to completing all clinical services specified in the individualized treatment plans. Monthly payments for IOPT services provided to each client will be invoiced to the Guilford Drug Treatment Court Director no later than the fifth day of each month for the preceding month and shall be paid by the AOC to the Provider within thirty (30) days from the date of such invoice.

The Provider agrees to account for all assessment and treatment hours provided on a per client basis. Those records shall be submitted to the Contract Administrator on a monthly basis. It shall be the responsibility of the Contract Administrator to review these records monthly to ensure that the number of hours provided by the Provider are equal the amount billed in the invoice

- C. Fee for Service: The Provider shall collect and retain as additional reimbursement for services provided, fees paid by clients on a sliding scale similar to what is required by G.S. 122C-146 and 10A NCAC 27G .0201 and .0201, and as ordered by the Court. Provider shall issue receipts to clients for all such payments made. Payment information shall be maintained by the Provider and shall be reported monthly to the Contract Administrator. The Contract Administrator shall review these records monthly to ensure that assessed fees are being paid and properly accounted for. Details of the client fee system are to be maintained by the Contract Administrator.
- D. Disputes and Appeals: Any dispute or appeal related to this contract must be documented by the Provider in writing and sent to the Drug Treatment Court Program Director within 30 days of the incident giving rise to the issue in dispute. In any dispute arising out of a question or fact in connection with the work to be performed under this AGREEMENT or compensation therefore, the decision of the Director of the Administrative Office of the Courts shall be final and conclusive and shall be binding upon both parties.

- E. State Treatment Funds: The Provider understands that the Drug Treatment Court Program in Guilford County is funded through a state appropriation to the AOC for the operation of all authorized criminal court-based drug treatment court programs in the State. The amount of state funds available for clinical IOP-related treatment of Guilford Pre Plea/deferred prosecution Drug Treatment Court clients is \$52,000.00. Payment for clinical treatment services will be made in accordance with the Payment for Service terms of this agreement until the AOC's designated state funds for the services has been depleted.
- F. Minimum Number of Clients Enrolling in Provider's IOPT: The AOC makes no assurances as to any minimum number of clients to be referred to the Provider.
- G. Compensation Contingent Upon Availability of Funds: Both parties to this AGREEMENT understand that compensation to the Provider for the delivery of the contracted services is contingent upon the availability of funds appropriated by the North Carolina General Assembly to the AOC for operation of the North Carolina Drug Treatment Court Program.

#### **Section IV: Reporting and Compliance**

- A. The Provider shall provide the appropriate representative to attend all client staffings, court sessions as necessary, senior advisory committee meetings, and conferences and training seminars.
- B. The Provider shall be required to provide the Guilford Drug Treatment Court Director, on a monthly or other regular basis as determined by the AOC, client specific information to be utilized by the Drug Treatment Court to monitor assessments, treatment compliance and produce reliable outcome measures. At a minimum, the Provider shall collect and report to the Guilford Drug Treatment Court Director the following data:
  - 1. Names and number of clients assessed;
  - 2. Names and number of clients entering treatment;
  - 3. Names and number of clients completing each level of treatment and number of hours of treatment completed;
  - 4. Names and number of clients referred to alternative treatment programs;
  - 5. Names and number of clients exiting treatment and reasons for termination;
  - 6. Amount of client fees owed; and
  - 7. Amount of client fees collected.
- C. The Provider shall utilize generally accepted accounting practices to support all disbursements, including maintaining invoices (or other documentation) and bank statements.
- D. The Provider's submission of the monthly invoice shall include a certification that money spent has been used for the purpose of and in accordance with the terms and conditions of this agreement.

- E. The provider shall permit inspection, examination, and audit of the Provider's program and fiscal affairs at any time upon the request of AOC or the North Carolina State Auditor. Both during the term of this Agreement and after its expiration, the Provider further agrees to maintain appropriate documentation for all reimbursements claimed under this agreement. The Provider agrees to make such documentation available for examination by AOC or the North Carolina State Auditor for a period of five years after the termination of the Agreement, or until a post-contract audit is conducted, whichever period of time is shorter. However, in the event of an audit, the fiscal records of the Provider will be maintained until all audit questions are resolved. The Provider hereby agrees to fully assist said auditors in examining said records and in resolving any audit exceptions.
- F. The Provider shall submit, within six (6) months of the end of the term of this Agreement, financial statements to the AOC, the North Carolina State Auditor, and the Joint Legislative Commission on Governmental Operations. These financial statements shall be audited in accordance with the auditing standards prescribed by the North Carolina State Auditor (G.S. 143-6.1).
- G. The services delivered by the Provider under the terms of this contract shall meet the minimum standards for providing substance abuse treatment services set forth by the North Carolina Department of Health and Human Services (DHHS).
- H. The Provider shall comply with the appropriate inspection, licensing and zoning required by the State Fire Marshall's Office and the Guilford County Health Department, as well as all other applicable local regulations.
- I. The Provider shall abide by all laws and regulations of the State of North Carolina.
- J. The Provider understands that the services of this contract cannot be subcontracted or assigned to other providers without written consent of the AOC.
- K. The Provider shall permit monitoring of Group Treatment Sessions for compliance with the terms of this agreement. The Drug Treatment Court Director, or a designated representative, will be permitted to sit in and observe group treatment sessions. The Provider shall obtain appropriately signed forms allowing for the release of information.

## **SECTION V: PERSONNEL**

- A. The Provider agrees to maintain at least one certified substance abuse counselor on staff per 30 active clients. Treatment groups shall contain no more than 12 clients.
- B. The Provider is responsible for the operating costs of Provider's program, including, but not limited to, salaries, benefits, unemployment and workers' compensation insurance, travel, training, supplies, rent and utilities.
- C. Employees providing services pursuant to this AGREEMENT are employees of the Provider, and the AOC shall not be responsible for the administration, management, or supervision of the Provider's employees.

## **SECTION VI: INDEMNIFICATION**

The Provider agrees that the AOC and each judicial official, officer and employee thereof shall not be liable for and shall be indemnified and held harmless from any liabilities, obligations, claims, damages (including but not limited to civil or criminal penalties), litigation costs and expenses (including reasonable attorney's fees and expenses), imposed on, incurred by or asserted against the AOC or any judicial official, officer or employee thereof for any reason whatsoever (including but not limited to accident or other occurrence causing injury or death, sickness or disease to any person or damages to or destruction of property) pertaining to this AGREEMENT or arising out of the activities of the Provider under this AGREEMENT.

## **SECTION VII: INSURANCE**

The Provider shall take out and maintain insurance as listed below from a company that is authorized to do business in the State of North Carolina.

- A. Comprehensive General Liability, Bodily Injury, and Property Damage Liability;
- B. Professional Liability; and
- C. Worker's Compensation

Certificates of such insurance shall be furnished to the AOC at its request.

## **SECTION VIII: TERMINATION**

This agreement may be terminated, in whole or in part:

- A. At the expiration of the terms of this AGREEMENT as herein defined;
- B. Upon mutual consent of both parties;
- C. Upon sixty (60) days after one of the contracting parties to this AGREEMENT gives written notice of their request to terminate the AGREEMENT;
- D. Upon action by a legislative, regulatory or judicial authority preempting, voiding or preventing implementation or continuance of this AGREEMENT;

- E. By the AOC in the event that state-appropriated drug treatment court funds are no longer available for the purchase of the services; or
- F. By the AOC in the event that the Provider fails to perform in accord with the terms of this AGREEMENT.

Upon termination of this agreement for reasons other than those listed under D. and E. immediately above, the Provider shall refund to the AOC, within 30 days of the termination of this AGREEMENT, all monies due for having failed to deliver the services paid for by the AOC pursuant to the terms of this AGREEMENT.

#### **SECTION IX: INDEPENDENT CONTRACTOR**

The officers, employees, subcontractors, agents and all personnel of the Provider are the officers, employees, subcontractors and agents of the Provider and are not officers, employees, subcontractors or agents of the AOC. The Provider is an independent contractor. It is further agreed by the Provider that it and its officers, employees, and subcontractors and agents shall obey all state and federal statutes, rules, and regulations and are subject to all funding and administrative conditions hereafter applicable to the North Carolina Drug Treatment Court Program.

#### **SECTION X: CONTRACT ADMINISTRATOR**

Wheaton Casey, Guilford Drug Treatment Court Program Director, shall serve as the Contract Administrator for the Agency. The contract administrator shall be responsible for monitoring the Provider's performance, reviewing all invoices submitted by the Provider for payment for treatment services, reviewing all referrals made by the Provider to outside treatment services, and reviewing all outcome data provided by the Provider. Additional responsibilities of the Contract Administrator are described throughout the agreement. Wheaton Casey may be reached at the Guilford County Courthouse, Room 360, 201 Eugene Street, Greensboro, NC 27402. Telephone: 336-335-3452.

#### **SECTION XI: CONFIDENTIALITY**

- A. The Provider shall not disclose to anyone or any entity, other than the AOC or the Guilford Drug Treatment Court Staff, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the AOC.
- B. The AOC and the Provider acknowledge that in receiving, storing, processing, sharing or otherwise using or dealing with any information, the Provider and its employees are fully bound by all Federal and State laws and regulations that govern and guarantee the treatment rights and confidentiality of individuals receiving substance abuse treatment services.
- C. The Provider shall obtain appropriately signed forms allowing for the release of information that may be necessary for the Provider to conform to the requirements of the AOC's and Provider's participant tracking system.

## **SECTION XII: EQUIPMENT COSTS AND OFFICE SPACE**

The Provider shall supply, at its own expense, all equipment, tools, materials and/or supplies required to deliver treatment services contracted herein. The Provider shall provide office space for the Drug Treatment Court Case Coordinators.

## **SECTION XIII: CLIENT ADMISSION**

In accordance with the provisions of Title IV of the Civil Rights Act of 1963, and the regulations of the United States Department of Health and Human Services, issued pursuant thereto, the Provider agrees to extend all funds allocated in such a manner that no person will be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under purchased services on the grounds of race, religion, color, national origin, or sex.

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**SECTION XIV: ENTIRE AGREEMENT**

This AGREEMENT, including any prior contract or attachments referenced herein and any amendments that are annexed hereto, represents the entire agreement between the AOC and the Provider and supersedes all prior verbal and written statements or agreements. This AGREEMENT may only be amended by written amendments executed by the AOC and the Provider. The persons signing below certify their authority to execute this AGREEMENT on behalf of the parties.

Accepted on this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Alcohol and Drug Services, Inc.

\_\_\_\_\_  
President/Vice-President

Federal Identification #56-0962164

ATTEST:

\_\_\_\_\_  
Secretary

Place corporate seal here

NC Administrative Office of the Courts.

\_\_\_\_\_  
William J. Stuckey  
Judicial Purchasing Services Officer