

SERVICE CONTRACT

AGREEMENT is made this 1st day of October 2020, by the Washtenaw County Trial Court – Juvenile Division, located at 101 East Huron, P.O. Box 8645, Ann Arbor, Michigan, 48107 ("Trial Court") and the Washtenaw County Sheriff's Office, located at 2201 Hogback Road, Ann Arbor, Michigan, 48105 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Washtenaw County Sheriff's Office, Community Corrections will provide drug use screening to clients of the Washtenaw County Trial Court – Juvenile Division in accordance with the following:

- A. The Court will furnish the following information to the Contractor:
 - 1. Name of Client
 - 2. Type and Frequency of Drug Test Requested
 - 3. Name of Referring Staff

- B. The Contractor will provide drug abuse screening services to court clients referred to the CCAB Drug Testing Unit by the Court in accordance with the following:
 - 1. The Contractor acknowledges that in receiving, storing or otherwise dealing with any information from the program about patients in the program, that it is fully bound by the requirements of the Federal Regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2.
 - 2. The Contractor agrees that it will institute appropriate procedures for safeguarding such information particularly patient identifying information.
 - 3. The Contractor agrees that it will resist in judicial proceedings any efforts to obtain access to any information pertaining to patients otherwise than expressly provided for in 42 CFR, Part 2.
 - 4. The Washtenaw County Sheriff's Office Drug Testing Unit RECOGNIZES THAT ANY UNAUTHORIZED DISCLOSURE OF PATIENT INFORMATION IS A FEDERAL CRIMINAL OFFENSE, PUNISHABLE BY A FINE OF NOT MORE THAN \$500.00 IN THE CASE OF A FIRST OFFENSE AND NOT MORE THAN \$5,000.00 IN THE CASE OF EACH SUBSEQUENT OFFENSE.

- C. By the fifth day of each month, the Contractor agrees to send the Washtenaw County Trial Court – Juvenile Division two monthly confidential itemized billing statements for the preceding month (one for "Juvenile Drug Treatment Court" and one for "General Juvenile Probation") which will include the name of the client, the referring staff, the testing services rendered and the date of the service.

- D. The Washtenaw County Trial Court – Juvenile Division agrees to pay the following drug testing fees to the Contractor:
 - 1. \$12 for each 7-panel urine test administered
 - 2. \$30 for each full laboratory confirmation
 - 3. \$20 for each 4-panel oral swab test
 - 4. \$15 for each Alcohol ETG
 - 5. \$3.00 for each portable breath test (PBT). This test is free when ordered in conjunction with another test.
 - 6. Adulteration check is free.

- E. The Contractor agrees to supply test results within 24 hours of each test through entry of results into an online database. The Contractor will provide password-protected access to the online database to the Washtenaw County Trial Court – Juvenile Division probation staff. The Contractor will additionally enter the testing results for Juvenile Drug Court youth into the Drug Court Management Information System (MIS) within 24 hours of the test.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the Trial Court will pay the Contractor an amount not to exceed Twenty-Three Thousand (\$23,000.00) Dollars.

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on September 30, 2021, with an option to extend for two (2) additional one (1) year periods.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on the Court and the Contractor, their successors and assigns. Neither the Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

WASHTENAW COUNTY TRIAL COURT

APPROVED AS TO CONTENT

By: Carol Kuhnke
Carol Kuhnke (DATE)
Chief Judge
Washtenaw County Trial Court

By: Jerry L. Clayton
Jerry L. Clayton (DATE)
Sheriff

APPROVED AS TO FORM:

ATTESTED TO:

By: Michelle K. Billard 1.29.21
Michelle K. Billard (DATE)
Office of Corporation Counsel

Lawrence Kestenbaum 02/03/2021
Signed by Deputy E Golembiewski for L. Kestenbaum
Lawrence Kestenbaum (DATE)
Clerk/Register of Deeds

Acknowledgement:

The County Administrator hereby acknowledges the foregoing document as executed in accordance with the existing Memorandum of Understanding between the County and the Court.

BY: Gregory Dill 02/01/2021
Gregory Dill (DATE)
Washtenaw County Administrator

REVISED: 6/1/00