

REQUEST FOR PROPOSALS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: OCTOBER 8, 2013

Request for Proposal Title: King County Adult Drug Court: Primary Outpatient and Opiate Substitution Treatment Provider

Requesting Dept./Div. King County Department of Judicial Administration – Adult Drug Diversion Court

RFP Number: 1312-13-RLD

Due Date: November 5, 2013, no later than- 2:00 p.m.

Buyer: Roy L. Dodman roy.dodman@kingcounty.gov, 206- 263-9293

Alternate Buyer: Victoria Nakamichi vicki.nakamichi@kingcounty.gov, 206- 263-9299

There will be no pre-proposal conference for this RFP.

Sealed proposals are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Office Use Only: NUM 3 CD-ROM 2 FED tbd TERM Y-5

Upon request, this Request for Proposals will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding the solicitation for a *King County Adult Drug Court: Primary Outpatient and Opiate Substitution Treatment Provider* for the *King County Department of Judicial Administration*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Proposal: King County requires the proposer to sign and return *this entire Request for Proposal (RFP) document*. The proposer shall provide *one (1) unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *two (2) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

Questions: Proposers will be required to submit any questions in writing prior to the close of business Thursday, October 17, 2013 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Victoria Nakamichi, Senior Buyer vicki.nakamichi@kingcounty.gov/ *Secondary* – Roy Dodman, Supervisor, roy.dodman@kingcounty.gov. Questions may also be sent via email to the address above.

SECTION I. GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Submitters prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of proposal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.

- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Judicial Administration, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.
- K. The contents of the proposal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 2.93.40 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.

- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman, Supervisor
(206) 263-9293
roy.dodman@kingcounty.gov

and

Victoria Nakamichi, Senior Buyer
(206) 263-9299
vicki.nakamichi@kingcounty.gov

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.

- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for five (5) years from the start date of the contract, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Judicial Administration, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Submittals as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their

interest in a project or add their name to the document holder’s list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After proposals have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1312-13 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- S. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after proposal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Submitter considers any portion of his/her proposal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will review the material in an attempt to determine whether it may be eligible for exemption from disclosure under the law. If the material is not exempt from public disclosure law, or if the County is unable to make a determination of such an exemption, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- V. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- W. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential Submitter prior to the receipt of proposals shall not be reviewed by the County.
- X. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II. RFP BACKGROUND AND PURPOSE

PART 1. INTENT OF THE REQUEST FOR PROPOSALS

The intent of the Request for Proposals issued by the King County Department of Judicial Administration: King County Adult Drug Diversion Court (hereafter KCDDC) is to contract with a community-based, state certified treatment agency (hereafter “Agency”) to provide outpatient and intensive outpatient chemical dependency treatment services and opiate substitution services (hereafter “Treatment Services”) to individuals referred by the KCDDC.

The successful proposer Agency will provide Treatment Services at multiple, geographically diverse sites throughout King County.

PART 2. PURPOSE OF THE REQUEST FOR PROPOSALS

The scientific evidence is overwhelming that adult Drug Courts reduce crime, reduce substance abuse, improve family relationships, and increase earning potential. The optimal target population for Drug Court has been identified, and fidelity to several key ingredients of the Drug Court model has been demonstrated to be necessary for favorable results.¹

Drug Courts have decidedly entered into the second generation of research on best practices. No longer preoccupied with the unanswered question of whether they work, Drug Courts are now focusing their attention on characterizing the attributes of exemplary programs.²

A special research issue of the National Drug Court Institute Review (2012) offers concrete guidance for Drug Court practitioners to enhance their operations and improve their outcomes. In one study, researchers compared the programmatic policies and procedures, services

¹ Marlowe, Douglas (2010) *Multisite Evaluation: Research Summary*, National Association of Drug Court Professionals, Need to Know

² Carey, S.M., Mackin, J.R., & Finigan, M.W. (2012). What works? The Ten key components of Drug Court: Research-based best practices. *Drug Court Review*, 8(1), 6–42.

offered, and outcomes produced from a large sample of sixty-nine Drug Courts in several states. Each of their studies employed a parallel methodology that permitted the researchers to examine common factors influencing effectiveness and cost-effectiveness across all or most of the jurisdictions.

One of many findings was that drug courts that work with two or fewer agencies had a 74% greater reduction in recidivism and cost-savings compared with courts that worked with more than two agencies.³ KCDDC is committed to continuous improvement. To that end, KCDDC is initiating the integration of this and several evidenced-based best practices into the program effective March, 2014.

SECTION III. SECTION III - PROGRAM OVERVIEW, DESCRIPTION OF WORK

PART 1. PROGRAM OVERVIEW

A. Background

KCDDC was implemented in 1994 as the 12th drug court in the country. Since its inception, the King County Department of Judicial Administration has managed the program.

As of June 2013, there are over 2,700 Drug Courts in the United States. Drug Courts have proven to be a critical component of criminal justice reform and the nation's most successful criminal justice program. Drug Courts annually refer more people to treatment than any other system in America. Since 1989, Drug Courts have served over 1 million people.

A recent study was completed in Washington State by the Research and Data Analysis Division, in collaboration with the Washington Department of Social and Health Services. In a report released in July 2013, the evaluators compared 1,671 adults admitted to formally established drug courts, to a statistically matched comparison group of 1,671 adults. Both groups were charged with similar felonies in the same jurisdictions and two-year time period (July 2007 through June 2009).

The report shows that over the 3-year follow-up period, drug court participants were less likely to be incarcerated than individuals in the comparison group (17% versus 23%). Controlling for other factors leading to arrest, drug court participants were twice as likely to avoid re-arrest than those in the comparison group (30% versus 15%). Drug court participants obtained nearly universal participation in chemical dependency treatment (97% compared to 46% in the comparison group). Drug court participants were over 3 times more likely to enter treatment within 90 days and 4 times more likely to be in treatment—primarily outpatient—for 90 or more days. The reductions in crime observed in the analysis translate into a net benefit to taxpayers and society of approximately \$22,000—or about \$4.00 in benefits per dollar spent.⁴

B. Program Description

The King County Adult Drug Diversion Court is a pre-adjudication model. Eligible defendants charged with felony drug and property crimes are provided an opportunity for substance

³ Ibid, 6-42

⁴ Mayfield, Jim (2013) Crime and Treatment Outcomes of Adult Defendants Admitted to Drug Courts Funded by the Washington State Criminal Justice Treatment Account, THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES' Research and Data Analysis Division.

abuse treatment and access to ancillary services such as mental health treatment, housing, transportation and job skills training.

After choosing to participate in the program, defendants come under the court's supervision and are required to attend treatment sessions, undergo random urinalysis, and appear before the drug court judge on a regular basis. If defendants meet the requirements of each of the four phases of drug court, they graduate from the program and their charges are dismissed. If defendants fail to make progress they are terminated from the program and sentenced on their original charge.

Drug courts are built upon a unique partnership between the criminal justice system and the substance abuse treatment community, one that structures treatment intervention around the authority and personal involvement of a drug court judge. Drug courts are also dependent upon the creation of a non-adversarial courtroom atmosphere where a dedicated team of court officers and staff work together toward a common goal of breaking the cycle of drug abuse and criminal behavior.

C. Goals

The goals of KCDDC are to:

- Reduce substance use and related criminal activity.
- Enhance community safety.
- Reduce reliance on incarceration for substance abusing and substance dependent offenders.
- Hold offenders accountable for their actions and decisions.
- Integrate substance abuse treatment with criminal justice case processing.
- Provide resources and support to assist the drug dependent offender in the acquisition of skills necessary for the maintenance of sobriety.
- Reduce the impact of drug related cases on criminal justice resources.
- Reward positive life changes while maintaining accountability for negative conduct.

D. Service Delivery System

The two major components in the KCDDC service delivery system are:

1. Drug Diversion Court Services (DDCS) located on site and staffed by county employees who provide program administration, treatment case management, housing case management and liaison with the Court, attorneys and treatment agencies; and
2. Community-based contract treatment agencies which provide outpatient, residential and opiate replacement services; case management services in support of a limited number of Shelter Plus Care Vouchers, housing units with on-site case management and case management services located on site for drug court participants in need of education, employment training and other ancillary services.

E. Numbers Served

In 2013, KCDDC has served an average of 318 participants at any one time. This is expected to increase by approximately 15% in 2014.

F. Program Eligibility

KCDDC eligibility criteria are agreed upon by the major criminal justice organizations and agencies in King County, including the Superior Court, the defense bar, the prosecuting attorney and law enforcement in conjunction with chemical dependency experts. The target population is adults charged with felony drug and property crimes in King County. With the exception of prohibition of current or prior adult sex or violent offenses, few restrictions apply regarding criminal or social history. The prosecutor collects information regarding restitution owed on property cases. Restitution cannot exceed \$2,000 at the time of entry into the program and participants must pay a specified percentage before advancing to each program phase.

There must be a reasonable basis to believe the defendant can successfully complete the KCDDC program after taking into consideration factors such as the defendant's mental and/or physical health, past performance in the program and living situation. The court will make the ultimate determination regarding eligibility when a "reasonable basis" for successful completion is in question.

PART 2. WORK AND REQUIREMENTS

Standard Statement of Work and Specific Requirements for Description of Work Pursuant to Request for Proposals KCDDC: Primary Outpatient and Opiate Substitution Treatment Provider

A. Standard Statement of Work:

Applicant is required to agree to meet the requirements in an updated, standard KCDDC Statement of Work (Attachment A). These requirements will be incorporated, together with the RFP - into the contract with the successful proposer

Agency.

B. Specific Requirements Pursuant to Request for Proposals Primary Outpatient and Opiate Substitution Treatment Provider

The current Request for Proposals focuses on an expanded and specific set of requirements that incorporates a selection of evidenced-based and best practices standards for adult drug courts. These requirements are explained in the following Description of Work. In Section IV, Part 1, Agency is required to respond to corresponding questions/requests for descriptions of the Agency's ability to adhere to the best practices and provide the required services.

C. Description of Work

1. Treatment Regimens Based on Risk and Needs Principles

No one intervention is appropriately suited for all participants in adult drug court. According to what are known as the Risk Principle and the Need Principle, described by Douglas Marlowe, JD, PhD, Chief of Science, Law and Policy for the National Association of Drug Court professionals:

The most effective and cost-efficient outcomes are achieved when treatment and supervision services are tailored to the (1) prognostic risk level and (2) criminogenic needs of the participants.

Prognostic risk refers to the characteristics of offenders that predict relatively poorer outcomes in standard rehabilitation programs. Among drug-involved offenders, the most reliable and robust prognostic risk factors include a younger age, male gender, early onset of substance abuse or delinquency, prior felony convictions, previously unsuccessful treatment attempts, a diagnosis of antisocial personality disorder, and regular contacts with antisocial or substance-abusing peers (Marlowe et al., 2003). Criminogenic needs refer to clinical disorders or functional impairments that, if treated, significantly reduce the likelihood of future involvement in crime. The most common criminogenic needs among offenders include a diagnosis of substance dependence or addiction, major mental illness, and a lack of basic employment or daily living skills (Belenko, 2006; Simpson & Knight, 2007).

Prognostic risk and criminogenic need indicate what level of treatment and supervision are likely to be required to manage an offender, and what consequences should ensue for new instances of alcohol or other drug use. Generally speaking, the higher the prognostic risk level, the more intensive the supervision services should be (Lowenkamp et al., 2006).

Similarly, the higher the need level, the more intensive the treatment services should be (Smith et al., 2009). Drug-involved offenders who are both high-risk and high-need typically require the full array of treatment and supervision services embodied in the 10 Key Components of Drug Courts. The converse, however, is also true. The lower the risk level, the less intensive the supervision services should be. In addition, the lower the need level, the less intensive the treatment services should be. Providing too much treatment or too much supervision is not merely a potential waste of scarce resources; it can increase crime or substance abuse by exposing individuals to more seriously impaired or antisocial peers, or by interfering with their engagement in productive activities such as work, school, or parenting (Lowenkamp & Latessa, 2004; McCord, 2003). Individuals who are low-risk and/or low-need typically do not require the full menu of services specified in the 10 Key Components.⁵

KCDDC will use the Risk and Needs Triage (RANT) to screen all defendants referred to the Court.⁶ Based on the cumulative triage results of the current population in KCDDC, the expectation is that most KCDDC participants referred to the Agency will be categorized as high risk and high needs. However, some individuals referred will fall into one of the other quadrants (high risk/low needs, low risk/high needs or low risk/low needs).

It is also expected that the Agency will provide continued assessment and provide input regarding whether clients fall into the substance addiction or substance abuse category and will provide appropriate services and support the KCDDC in implementing the Risk and Needs principles.

2. Cognitive-Behavioral Interventions

A substantial body of research spanning several decades reveals that outcomes from correctional rehabilitation are significantly better when:

⁵ Marlowe, Douglas, Drug Court Practitioner Fact Sheet: Targeting the Right Participants for Adult Drug Courts, Part Two of a Two-Part Series. National Drug Court Institute, March 2012, Vol. VII, Mo.1.

⁶ The RANT is a risk and need assessment tools that have been validated for use with addicted individuals in substance abuse treatment or the criminal justice system.

- a. offenders receive behavioral or cognitive-behavioral interventions,
- b. the interventions are carefully documented in treatment manuals,
- c. treatment providers are trained to deliver the interventions reliably according to the manual, and
- d. fidelity to the treatment model is maintained through continuous supervision of the treatment providers.⁷

Adherence to these principles has been associated with significantly better outcomes in Drug Courts, and in other drug abuse treatment programs⁸ The Agency will be required to provide cognitive-behavioral interventions.

3. Gender Specific Treatment:

“Substantial evidence shows that women, particularly those with histories of trauma, perform significantly better in gender-specific substance abuse treatment groups.” (Dannerbeck et al., 2002; Grella, 2008; Liang & Long, 2013; Powell et al., 2012). This gender-specific approach has been demonstrated to improve outcomes for female Drug Court participants in at least one randomized controlled trial (Messina et al., 2012). Similarly, a study of approximately seventy Drug Courts found that programs offering gender-specific services reduced criminal recidivism significantly more than those that did not (Carey et al., 2012). The Agency will be required to provide women’s groups.

4. Weekly Individual Sessions During Phase I of Treatment

In the Adult Drug Court Standards issued in July, 2013 the section on Treatment states:

Outcomes are significantly better in Drug Courts that require participants to meet with a treatment provider or clinical case manager for at least one individual session per week during the first phase of the program (Carey et al., 2012; Rossman et al., 2011). Most participants are unstable clinically and in a state of crisis when they first enter a Drug Court. Group sessions may not provide sufficient time and opportunities to address each participant’s clinical and social service needs.

Individual sessions reduce the likelihood that participants will fall through the cracks during the early stages of treatment when they are most vulnerable to cravings, withdrawal symptoms, and relapse.⁹ Agency will be required to provide weekly one on one’s during the initial phases of treatment or until the client is stabilized.

5. Mental Health Services

Individuals in the criminal justice system have rates of mental health issues, substance use and co-occurring disorders that greatly exceed those found in the general population. Behavioral health screening and assessments are imperative in identifying potential barriers to success and developing the appropriate treatment intervention tailored to the needs of the individual. The National Drug Court Institute and Substance Abuse and Mental Health Services Administration’s (SAMHSA’s) GAINS Center believe that every

⁷ Adult Drug Court Best Practice Standards, (2013), National Association of Drug Court Professionals with permission.

⁸ Carey, S.M., Mackin, J.R., & Finigan, M.W. (2012). What works? The Ten key components of Drug Court: Research-based best practices. *Drug Court Review*, 8(1), 6–42.

⁹ Adult Drug Court Best Practice Standards, (2013), National Association of Drug Court Professionals with permission

adult drug court can achieve positive outcomes for persons with co-occurring disorders if the court is committed to doing so.¹⁰

KCDDC is committed to serving and succeeding with the co-occurring population. In order to accomplish this goal, KCDDC participants will require a behavioral health screening at intake and a follow up assessment for clients identified as having significant mental health symptoms. Participants with co-occurring disorders will require access to mental health counseling and medication.

6. Random UA's

In KCDDC, drug tests have been administered Monday through Friday only. This interferes with a truly random collection. Collection on six days per week would improve the validity of the drug testing procedure in KCDDC and Agency should consider providing drug testing 6 days per week.

7. Progress and Non-Compliance Reporting

KCDDC will be adopting the National Association of Drug Court Professionals best practice standard confirmed by a substantial body of experimental and quasi-experimental research that states that participants should appear before the drug court judge no less frequently than every two weeks (biweekly)¹¹ The Agency will be expected to provide progress reports two days prior to the biweekly hearings.

Additionally, KCDDC is committed to addressing problem behavior quickly. The Agency will be required to alert KCDDC treatment staff via email and journal note within 24 hours of a missed drug test, missed dose, failure to report to treatment without calling or checking in and concerning behavior issues at treatment center.

8. Cultural Competency:

The Adult Drug Court Standards document includes a section on historically disadvantage groups and remedies:

One of the most significant predictors of positive outcomes for racial and ethnic minority participants in substance abuse treatment is culturally sensitive attitudes on the part of the treatment staff, especially managers and supervisors. When managerial staff value diversity and respect their clients' cultural backgrounds, the clients are retained significantly longer in treatment and services are delivered more efficiently.¹² The Agency will be required to provide cultural competency training to staff that work with KCDDC clients.

9. Buprenorphine Track:

Medically assisted treatment (MAT) can significantly improve outcomes for addicted offenders.¹³

KCDDC has relied on methadone as the primary intervention of MAT for participants. However, the program is identifying young adults and other participants with a relatively short (1 to 3 year) opiate addiction that might benefit from a less restrictive and potentially

¹⁰ Ibid

¹¹ Ibid

¹² Adult Drug Court Best Practice Standards, (2013), National Association of Drug Court Professionals with permission.

¹³ Chandler et al., 2009; National Center on Addiction & Substance Abuse, 2012; National Institute on Drug Abuse, 2006).

shorter-term opiate replacement model such as buprenorphine. Access to buprenorphine has been limited. In addition, the manner in which it is typically administered – without close monitoring of dosing, at least in the initial phases of the treatment regimen - has prevented it from being a viable option for KCDDC participants. The standard protocol has been to provide a prescription every 7 to 30 days. From KCDDC’s experience, this has led to medication diversion, inconsistent dosing, and a failure to induce and stabilize on the medication. A more structured model, dispensing buprenorphine based on length of program compliance and stability and requiring demonstrated abstinence, and treatment stability to earn carries, would allow more liberal and effective use of buprenorphine in KCDDC. The Agency should work toward providing buprenorphine via a structured model.

10. Relapse Prevention

Relapse Prevention is also described as a significant aspect of an exemplary drug court treatment program.

In one multisite study, Drug Courts that included a formal phase focusing on relapse prevention and aftercare preparation, had more than three times greater cost-benefits and significantly greater reductions in recidivism than those that offered minimal services during the last phase of the program or neglected aftercare preparation (Carey et al., 2008). Another study found that drug-abusing probationers who received aftercare services were nearly three times more likely to be abstinent from all drugs of abuse after six months than those who did not receive aftercare services (Brown et al, 2001).¹⁴ KCDDC will require Agency to provide relapse prevention as part of the Agency’s continuum of care.

11. Orientation to KCDDC at Treatment

KCDDC participants are required to adhere to a strict regimen of treatment sessions, sober support meetings, drug tests and other obligations. KCDDC will require the Agency to orient newer participants to the KCDDC treatment requirements. Particularly important is orientation to the philosophy behind sober/peer support meeting attendance and how to get the most benefit from meetings.

12. Young Adult Services

The 18-25 year old population has proven to be universally challenging. Drug courts around the nation have found that young adults are typically unmotivated for treatment, developmentally inappropriate for standard adult substance abuse treatment, and involved in dealing drugs and/or other criminal activity to support their lifestyle. KCDDC will require the Agency to provide a separate young adult track, which includes chemical dependency treatment, access to mental health services, medication management and life skills tailored to the special needs of young adults.

13. Vocational and Employment Services

Access to vocational and employment services and training is a critical rehabilitation component of a successful treatment program. Drug Courts that required their participants to plan for engaging in pro-social activities after graduation, such as employment or schooling, were found to be more effective and significantly more cost

¹⁴ Adult Drug Court Best Practice Standards, (2013), National Association of Drug Court Professionals, with permission.

effective than those that did not plan for post-graduation activities (Carey et al., 2012).¹⁵ KCDDC supports this model.

14. Adherence to Contract Requirements

KCDDC will be reliant on the Agency for expert provision of Treatment Services. Planning and delivering timely responses to KCDDC concerns and effective resolution of staffing, policy and process issues consistently across Agency sites/branches is critical and required.

SECTION IV. APPLICANT RESPONSE

PART 1. INSTRUCTIONS

Reference Materials, Instructions for Response Completion, Transmittal Letter, Agency Requirements, Scope of Work Questions

A. Reference Materials

1. Adult Drug Court Best Practice Standards Vol. I <http://www.ndci.org/standards>
2. Targeting the Right Participants for Adult Drug Courts Part March 2012.
<http://www.ndci.org/publications/fact-sheets>
3. Alternative Tracks for Adult Drug Courts: Matching Your Program to the Needs of Your Clients, March 2012.
<http://www.ndci.org/publications/fact-sheets>
4. Six Steps to Improve Your Drug Court Outcomes for Adults with Co-Occurring Disorders, April 2013.
<http://www.ndci.org/publications/fact-sheets>
5. What Works? The Ten Key Components of Drug Court: Research-Based Best Practices,
http://www.ndci.org/sites/default/files/nadcp/DCR_best-practices-in-drug-courts.pdf

B. Instructions for Written Responses

The responses must be on standard 8.5 X 11-inch white paper and in a font size of no less than 11, single-spaced. A page limit is identified for each question in the Applicant Qualifications and Scope of Work Sections.

C. Transmittal Letter

The Applicant must submit with the proposal a transmittal letter signed by an individual authorized to legally bind the organization to fulfill the RFP requirements. The letter will include a statement indicating the legal entity, licensure, and tax status of the organization(s) responding to the RFP. The letter should also indicate that the Applicant agrees to meet the requirements in Attachment A, an updated, standard KCDDC Statement of Work.

¹⁵ Carey, S.M., Mackin, J.R., & Finigan, M.W. (2012). What works? The Ten key components of Drug Court: Research-based best practices. *Drug Court Review*, 8(1), 6–42.

D. Applicant Qualifications (25 points, limit 3 pages excluding resumes)

Describe:

1. Your Agency's history of and experience with providing cognitive treatment services to alcohol and other drug-involved persons who have also been incarcerated or involved with the criminal justice system;
2. Your Agency's underlying philosophy and approach to outpatient chemical dependency treatment for offender populations;
3. The qualifications of staff at your Agency to provide the proposed activities, including position titles, qualifications, number of positions, and full time equivalents.

E. Location and Availability of Treatment Services (45 points, limit 4 pages)

Describe your Agency's ability to provide Treatment Services at multiple, geographically diverse sites throughout King County.

F. Scope of Work

Respond to each question below. If your Agency is unable to provide the services by January 1, 2014, provide a date by which your Agency will be able to provide the services.

1. Risk and Needs: Using the National Drug Court Institute Fact Sheets noted in Section IV, Part 1, most specifically. *Alternative Tracks for Adult Drug Courts: Matching Your Program to the Needs of Your Clients – Part Two* as a reference:
Discuss the range of treatment modalities and approaches, including ancillary services, your Agency could provide for offenders and how your Agency would tailor these services to address the risk/need profile of offenders in each quadrant. **(20 points, limit 4 pages)**
2. Cognitive-Behavioral Interventions: Describe the cognitive-behavioral interventions your Agency will employ when working with KCDDC participants. Specifically address:
 - a. How a manual is used in the intervention,
 - b. How treatment providers are trained to deliver the interventions reliably and according to the manual,
 - c. How fidelity to the treatment model will be maintained. **(10 points, limit 2 pages)**
3. Gender-Specific Treatment (Women): Describe the treatment and comprehensive services your agency will provide women referred by KCDDC. **(15 points, limit 2 pages)**
4. Weekly One on One Sessions: Confirm that your Agency will be able to provide weekly one on one session during the first phase of treatment?
(10 points, limit 1 page)
5. Mental Health Services:
 - a. How will your Agency screen clients for mental health issues and provide assessment services for those clients that need the assessments?
 - b. Describe the mental health services your Agency will provide for clients enrolled in the Regional Service Network and for those that are not enrolled? How will your Agency manage KCDDC participants with co-occurring disorders? **(25 points, limit 3 pages)**

6. Random Urinalysis: Can your agency collect urine specimens or arrange for urine specimens to be collected six days per week? **(5 points, limit 1 page)**
7. Reporting Requirements: Describe your Agency's plan to meet the reporting requirements of:
 - a. Providing progress reports to KCDDC two days prior to hearings when participants are on a twice-monthly schedule.
 - b. Alerting KCDDC treatment staff via email and journal note within 24 hours of a missed drug test, missed dose, failure to report to treatment without calling, or display of other concerning behavior or issues at the Agency. **(10 points, limit 2 pages)**
8. Cultural Competency: Describe the cultural competency training your Agency provides to staff. How often is the training provided and what is the curriculum? **(15 points, limit 2 pages)**
9. Buprenorphine: Describe the protocol your agency will develop for structured administration of buprenorphine for KCDDC participants. **(10 points, 2 pages)**
10. Relapse Prevention: Describe how your agency identifies clients appropriate for relapse prevention and, the curriculum you will use to prepare clients for long-term success after treatment. **(10 points, limit 2 pages)**
11. Drug Court Orientation: Describe the orientation to KCDDC requirements your agency will provide. **(5 points, 1 page)**
12. Young Adult Services: Describe the young adult track your agency will implement. How will your Agency address the special needs of young adults? **(15 points, limit 3 pages)**
13. On-site Case Management Services: KCDDC is also requiring that the Agency provide Case Management Services to KCDDC participants on-site at the KC Drug Diversion Court Services offices in the King County Courthouse. A workstation will be provided on site. The on-site case management Agency staff will be supervised by the Agency, but will interact and collaborate with KCDDC treatment and housing case managers, and the rest of the KCDDC team. The services will include:
 - a. Linking KCDDC participants to educational and job training opportunities including assisting them with locating and accessing funding.
 - b. Conducting outreach to local employers and providing education regarding KCDDC and the population, it serves. Identifying local employers willing to hire drug court participants / alumni and advocate for new opportunities.
 - c. Assisting KCDDC participants in overcoming barriers to a productive lifestyle, including identifying needs and linking participants to services, products and supplies such as: identification, medical and financial benefits, driver relicensing, transportation, payee services, financial, budgeting and other lifestyle skills, recreational activities and referral to vision and dental services.

Please provide the cost of the Case Management Services described above on a monthly or annual basis. **(20 points)**

14. Vocational and Educational Services: Describe the linkage to vocational and educational services your Agency currently provides to clients at your Agency. Will those services be available to KCDDC participants in addition to the on-site case management services described above? **(10 points, limit 1 page)**

15. Adherence to Contract Requirements:

Describe:

- a. The specific staffing model your agency will develop to ensure that KCDDC staff is able to get assistance quickly and effectively on a day-to-day basis at each location.
- b. Describe the management scheme your Agency will implement that will guarantee consistent responsiveness to concerns and issues.
- c. If KCDDC is not satisfied with your Agency's resolution to concerns and issues what will be your Agency's next steps?
- d. What strategies and suggestions does your Agency have to maintain and sustain a strong working relationship with KCDDC? **(30 points, limit 4 pages).**

TOTAL POINTS for Sections D, E, and F: **280**

PROJECTED REFERRALS AND REIMBURSEMENT, ADDITIONAL BUDGET ITEM

PART 2. PROJECT REFERRALS, REIMBURSEMENT, ESTIMATED REIMBURSEMENT AMOUNT

A. Projected Referrals

As of August 1, 2013, there were 267 active “participants” in KCDDC.¹⁶ However, the average number of active participants at any one time during 2013 was 318. KCDDC is in the process of revising the eligibility criteria and it is expected the revision could increase the number of active participants by approximately 15%. Therefore, the average number of active participants would increase to approximately 370.

Based on current breakdown of treatment modalities, it is estimated that 18% to 20% of active participants would be receiving opiate replacement therapy with the remainder (minus 10% who would be in residential treatment or at one of the outpatient treatment agencies for specialized populations) receiving outpatient treatment services.

B. Reimbursement

1. Reimbursement for clinical services will be on a fee for service basis at a rate consistent with the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule approved for King County.
2. Reimbursement for Opiate Dependency Treatment Services shall be paid at the low income rate approved by the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule approved for King County for Dose Days delivered.
3. Urinalyses shall be reimbursed at the rate specified in the subcontract between the Agency and the toxicology agency, under the WA State Department of Corrections contract.

Given changes in Medicaid and Title XIX eligibility because of impending implementation of the Affordable Care Act, the precise rates of reimbursement for services are unknown.

C. Estimated Reimbursement Amount

Based on current reimbursement rates and estimated KCDDC active caseload, the range of total reimbursement to the Agency for Treatment Services for KCDDC per this RFP for 2014 is estimated at \$967,000 to \$1,360,000 **plus** the funding for onsite case management services as described in Section IV, Part I, F, 13. “On-site Case Management Services”.

PART 3. EVALUATION OF PROPOSALS, SUMMARY OF RATING CRITERIA AND POINTS POSSIBLE

A. Evaluation of Proposals

An evaluation committee will review all responsive proposals and score them according to the numerical criteria listed below. Points will be awarded based on how clearly and completely the applicant addresses the information requested and the degree to which the responses demonstrate an understanding of current research and best practices in Drug Courts. The panel's recommendations for award of contracts will be forwarded to the Procurement Services Division of King County. All applicants will be notified of the results.

¹⁶ Active participants are participants that are actively receiving services; both pre-opt and opted-in.

If a selection is not made based on the written proposal evaluation alone, King County shall elect to interview the top two or more proposers. Interviews will be worth 10 points. If interviews are conducted, the final award will be based upon the total points awarded for the written evaluation and oral interview.

B. Summary of Criteria and Points Possible

The following criteria and point totals will be used in the evaluation of the submitted proposals. Please note that if an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. If interviews are conducted they shall have a value of 45 points. Final award would then be based on the overall sum of the written evaluation and oral interview points.

Criteria	Points Possible
Applicant Qualifications	25
Diversity of Geographic Locations and Treatment Services	45
Questions/Descriptions 1 through 15	210
Total	280
Interview (if conducted)	45
Grand Total Possible	325

PART 4. PROJECT SCHEDULE

Some dates are tentative and subject to change:

October 8, 2013	RFP Released
October 17, 2013	Bidders Question End Date
October 28, 2013	Response to Bidder Questions completed
November 5, 2013	Proposal Due Date by 2:00 p.m.
November 20, 2013	Evaluation of Written Proposals
November 21-22, 2013	Interviews (if conducted)
December 2, 2013	Final Results Released

PART 5. INSURANCE REQUIREMENTS

The selected Agency shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, and Personal Injury/Advertisers Liability in the amount of \$3,000,000 combined single limit per occurrence/in the aggregate. Agency shall also provide Sexual Harassment/Sexual Abuse Coverage in the amount of \$1,000,000 per occurrence/in the aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. **Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

Professional Liability, Errors and Omissions coverage must also be provided in the amount of \$3,000,000 per claim/in the aggregate.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 6. SUBMITTAL CHECKLIST

1. One (1) signed copy of entire RFP package (page 1-19 only)
2. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
3. One (1) unbound copy of submittal response marked "Original."
4. Three (3) copies of submittal response.
5. Two (2) CD-ROM, with either one (1) pdf version of the submittal or one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. If you have samples or attachments to your submittal, please include them on CD-ROM also. (Please label your CD with company's name)
6. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

URGENT

URGENT

Bid No.: 1312-13-RLD
Bid Title: King County Adult Drug Court: Primary Outpatient
and Opiate Substitution Treatment Provider
Due Date:
Vendor:

EXHIBIT A – SAMPLE CONTRACT

The Sample Contract provided is to inform Submitters of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Submitter.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request proposal.

ATTACHEMENT A

King County Drug Diversion Court
Outpatient Treatment Services
Opiate Substitution Treatment
PRELIMINARY SCOPE OF WORK*
(January 2014)

Exhibit V

*The following Statement of Work will be consolidated and reconciled with the successful proposal for primary outpatient and opiate substitution services for KCDDC participants.

I. WORK STATEMENT

The Agency shall provide chemical dependency services and opiate substitution treatment services in accordance with this Exhibit, and as described in state requirements as determined by the Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery (DBHR).

The Agency shall be reimbursed pursuant to the terms and conditions of this Exhibit.

II. PROGRAM DESCRIPTION

A. Overview

1. The KCDDC is a pre-adjudication program that provides eligible defendants the opportunity to receive drug treatment in lieu of incarceration. If the defendants meet the requirements of each of the four phases of KCDDC, they graduate from the program and the charges are dismissed. If KCDDC defendants fail to make progress they are terminated from the program and sentenced on their original charge.
2. Eligibility criteria for referral to KCDDC are defined in Attachment A in the KCDDC Policy and Procedures Manual, Section III. KING COUNTY DRUG DIVERSION COURT: SCREENING, REFERRAL AND ELIGIBILITY.

B. KCDDC Mission

1. Mission: The mission of KCDDC is to combine the resources of the criminal justice system, drug and alcohol treatment and other community service providers to compel the substance-abusing offender to address his or her substance abuse problem by providing an opportunity for treatment and holding the offender strictly accountable.

C. Program Goals

1. Reduce substance use and related criminal activity.
2. Enhance community safety.
3. Reduce reliance on incarceration for non-violent drug dependant offenders.
4. Hold drug dependent offenders accountable for their actions and decisions.
5. Integrate substance abuse treatment with criminal justice case processing.

6. Provide resources and support to assist the drug dependent offender in the acquisition of skills necessary for the maintenance of sobriety.
7. Reduce the impact of drug-related cases on criminal justice resources.
8. Reward positive life changes while maintaining accountability for negative conduct.

III. SERVICE COMPONENT

The two major components in the KCDDC service delivery system are:

- A. **Drug Diversion Court Services (DDC Services):** DDC Services provides liaison and case management services for the program. DDC Services is responsible for providing DDC Services orientation, conducting Risk and Needs triage, preliminary ASAM assessment and referring KCDDC participants to appropriate treatment and ancillary services.

DDC Services serves as a conduit for the exchange of information between the court, the Agency and other service providers, maintains the data and reports on the progress of each KCDDC participant. DDC Services treatment staff makes treatment recommendations (based on input from the participant's primary treatment agency) throughout a KCDDC's participant's time in the program.
- B. **KCDDC Contract Treatment Agencies:** KCDDC contracts with culturally diverse, community-based treatment agencies that provide evidence based treatment in addition to traditional intensive outpatient, residential and opiate replacement services for KCDDC participant's explicit treatment outcome goals for this include:
 1. program completion;
 2. continued abstinence from substance use; and
 3. participation in opportunities for employment, education and/or vocational training.

IV. ELIGIBILITY

- A. Individuals eligible for this service are adult indigent and low-income individuals referred to the Agency by the KCDDC.
- B. Individuals 18 years or older must meet the standards for indigent and low-income participant eligibility as described in the state Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery (DBHR) 2009-2011 Biennium Low-Income Service Eligibility Table, or its successors.
- C. The population eligible to receive services under this Exhibit are those individuals authorized by the Social Security Act, Title XIX of Public Law 89-97, 42 Code of Federal Regulations (CFR) Chapter IV (Title XIX), Revised Code of Washington (RCW) Chapter 74.09 and Washington Administrative Code (WAC) Chapters 388-80 through 388-95 and 388-500 through 388-550 or their successors.

V. GENERAL PROGRAM REQUIREMENTS

- A. The Agency shall provide all services under this Exhibit as described in state requirements as determined by the DSHS and DBHR and in compliance with:

1. Chapter 42, Code of Federal Regulations (CFR), Confidentiality of Alcohol and Drug Abuse Patient Records;
 2. Chapter 45 CFR, Health Insurance Portability and Accountability Act (HIPAA);
 3. The Revised Code of Washington (RCW) sections 18.19, 18.130, 18.205, 26.44, 69.50, 70.96A, 74.09, 74.34, and 74.50;
 4. The Washington Administrative Code (WAC) 246-887, 388-800, 388-805, and 388-810;
 5. Official publications and/or policies and procedures distributed by DSHS and DBHR; and
 6. The King County Chemical Dependency Services Systems Policies and Procedures (KCCDSS P&P) Manual and its revisions.
- B. The Agency shall assure consistent compliance with all state and federal requirements as noted in the CFR, RCW, WAC, and official state publications related to services for underserved and special needs populations. These populations include youth; pregnant, parenting and postpartum women; rural populations; ethnic minorities; American Indians and Alaskan Natives; gay, lesbian, bisexual, transgender and questioning populations; the deaf and hearing impaired; the elderly; persons with disabilities, and persons with AIDS. Services provided to these populations will be delivered in a manner consistent with the individual's cultural beliefs and values.
- C. The Agency shall require a criminal history background check, in compliance with WAC 388-805-200(2), through the Washington State Patrol, for employees and volunteers of the Agency who may have unsupervised access to children, people with developmental disabilities, or vulnerable adults. If there is a finding that is not a disqualifying conviction, the Agency shall document the finding and rationale for continued employment.
- D. The Agency shall participate fully and completely in the Treatment and Report Generation Tool (TARGET 2000) and its successors for all County funded services as described in the KCCDSS P&P Manual.
- E. The Agency shall have policies and procedures to screen participants at intake and to re-screen monthly for financial eligibility and for third party payment for treatment services. Third party payments include insurance and categorically needy programs through DSHS and Medicaid including Disability Lifeline (DL) and Title XIX. No fees shall be collected from indigent participants.
- F. The Agency shall comply with Title XIX service requirements as specified in the Agency's MHCADSD TXIX Medicaid Drug Court Adult Outpatient Treatment exhibit.
- G. All treatment services shall be provided by certified Chemical Dependency Professionals (CDPs), or trainee's, under the supervision of a CDP. Case management services for non-Medicaid participants may be performed by qualified persons other than CDPs, but shall be supervised by a CDP. Case management for all Medicaid participants shall be conducted by a CDP or CDP trainee under the supervision of a CDP.
- H. All treatment shall be performed at facilities approved by DSHS/DBHR.
- I. The Agency shall report to the current edition of the Treatment and Assessment Report Generation Tool (TARGET) System accurately and in a timely manner in accordance with the

current edition of the TARGET Data Dictionary and its revisions as published and distributed by DSHS/DBHR and specific instructions relevant to KCDDC provided by DSHS/DBHR, KCDDC Services and the MHCADSD KCDDC Contract Monitor.

- J. The agency shall consult the monthly TARGET workbook provided by KCDDC to code drug court participants according to the assigned drug court funding and the participant's public assistance status.
- K. The Agency shall ensure that each participant discharged from the TARGET system has had his/her TARGET Assessment/Admission form reviewed and updated at discharge.
- L. The Agency shall code all drug court participants in TARGET under County Special Project Code "17-Drug Court-Adult" or "MIDD-DDC" as directed by KCDDC.
- M. If the participant remains in treatment at the Agency after discharge from drug court, the Agency shall change the TARGET coding appropriately.
- N. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET every six months for every client admission lasting six months or longer.
- O. The Agency is expected to provide full treatment to each KCDDC participant referred unless the participant is terminated from the program by KCDDC, opts out of drug court or transferred to another Agency. Full treatment is defined as successful progression through all four phases of treatment or dismissal, as determined by the KCDDC.
- P. The Agency is expected to maintain open communication with DDC Services, notifying DDC Services if a participant stops attending treatment or other serious concerns arise.
- Q. The Agency shall secure and maintain licensure as a provider of opiate substitute therapy and assure compliance with pertinent regulations of WAC 388-805; the Food and Drug Administration - 21 CFR 291.505; and the Drug Enforcement Administration - 21 CFR 1301, 1304, 1305 and 1306; as such regulations now exist or are hereafter amended.
- R. The Agency shall make available, to individuals seeking opiate dependency outpatient services, early intervention services for Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS). Such services consist of the following:
 - 1. Appropriate pretest counseling for HIV and AIDS;
 - 2. Testing, or providing for referral to testing, for individuals for HIV including tests to confirm the presence of the virus, tests to diagnose the extent of the immuno-deficiency, and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and conditions arising from the disorder;
 - 3. Appropriate HIV/AIDS post-test counseling;
 - 4. Assurances that HIV/AIDS early intervention services be undertaken voluntarily by, and with the informed consent of, the service recipient, and undergoing such services shall not be required as a condition of receiving treatment for opiate dependency or any other services;
 - 5. Establish community linkages with a comprehensive resource network of related health and social service organizations to ensure a wide-based knowledge of the availability of

these services. Referral services include referral to assessment, treatment, and other appropriate support services, such as the local needle exchange.

- S. The Contractor shall ask all clients seeking services about their tobacco use history.
- T. The Contractor shall advise clients on the benefits of quitting and cessation resources available.
- U. The Contractor shall assess clients identified as tobacco users for nicotine dependence at the time of their initial appointment and/or assessment using a screening tool listed below or any other screening tool:
 - 1. Global Appraisal of Individual Needs (GAIN) Nicotine Use and Dependency Screening Tool;
 - 2. GAIN-I;
 - 3. GAIN-Q; or
 - 4. Fagerström Test for Nicotine Dependence.
- V. The Contractor shall add to the problem list the problem of tobacco dependence or risk of dependence for those clients enrolled in treatment identified as tobacco users and/or diagnosed as nicotine dependent, or at risk for nicotine dependency
- W. The Contractor shall assist and arrange for tobacco cessation assistance for clients interested in quitting through coordination/linkage to cessation services that include, but not limited to:
 - 1. Referral to the Quitline at 1-800-QUIT-NOW, for eligible clients;
 - 2. Assistance with access to Nicotine Replacement Therapy (e.g., patches, gum or lozenges);
 - 3. Referral to a tobacco cessation treatment/support group; and/or
 - 4. The inclusion of tobacco cessation support in the client's individual sessions.
- X. The Contractor shall offer a tobacco cessation and/or wellness curriculum for use with those clients who choose to address their nicotine dependence or risk of becoming nicotine dependent.
- Y. The Contractor shall integrate the use of the carbon monoxide monitor provided by the County into clinical practice and maintain the monitor as indicated by the manufacturer.
- Z. The Contractor shall provide and promote tobacco-free buildings and grounds.
- AA. The Contractor shall support the provision and promotion of nicotine dependence treatment for employees.
- BB. The Contractor shall attend any County required trainings about tobacco use and cessation.

VI. DESCRIPTION OF WORK

A. Assessment

- 1. Following arraignment or transfer of an eligible participant in drug court, a DDC Services case manager provides participant with an orientation to KCDDC including information regarding KCDDC and treatment expectations. The DDC Services case manager makes a referral to the Agency he/she considers to be the most appropriate for an individual

defendant. Factors considered by the case manager when making the referral include: the agency's location, agency performance, special services offered, hours of operation, appointment availability, ease of scheduling, and participants' stated preference and/or experience with the agency. The DDC Services case manager's decision regarding referral of a defendant to a specific Agency is final.

2. The Agency facilitates the scheduling of the intake and assessment to occur within three business days of the orientation.
3. Within three business days of referral to treatment, the Agency conducts a follow-up assessment, mental health screening and provides the participant with treatment compliance requirements and a treatment schedule.
4. Within five business days of referral to treatment the Agency will provide results of the assessment to DDC Services Case Manager.

B. Treatment Plan/Pre-opt Period

1. Participants begin treatment at the Agency within one week of their assessment.
2. Within 30 days of beginning treatment, the Agency develops a treatment plan based on the ASAM criteria or ASI that satisfies KCCDC requirements. As determined necessary by ASAM/ASI, agency protocol and KCDDC Policies and Procedures, the treatment plan will include:
 - random, observed urinalysis testing
 - individual treatment
 - group treatment
 - case management

C. Bench Warrant Policy

If a drug court participant misses a hearing or fails to serve a sanction, the drug court issues a bench warrant. DDC Services provides notification of the bench warrant to the Agency within 24 hours. Per current instructions provided by DDCS, Agency is to direct participant to attend a Drug Court calendar to request that the bench warrant be quashed, and if the participant does not appear the Agency is to begin a 7-day methadone detoxification. DDC Services will notify the Agency when the bench warrant has been quashed.

D. KCDDC Phases

Participants' progress through the four KCDDC phases at the discretion of the Court with input from the Agency. Discharge from treatment is also at the Court's discretion with input from the Agency.

E. Urinalysis Testing

1. The Agency develops individualized treatment plans, however; the minimum number of weekly urinalysis tests (UA's) required in each phase are prescribed by the KCDDC and are as follows:

Phase I (pre-opt): Two UA's per week

Phase II: Two UA's per week

Phase III: Two UA's per week

Phase IV: Two UA's per week

2. Additional UA's may be required by the KCDDC judge or KCDDC Services staff.
3. The Agency shall ensure that urinalysis testing is random and reliable, that collections are observed and that the frequency of testing is consistent with participants' KCDDC requirements.
4. The agency shall provide KCDDC with a written "specimen collection protocol" to be followed when collecting urine specimens. This protocol is to be reviewed and signed by each participant at intake and maintained in the participant file.
5. The agency shall develop a contract to be signed by each participant at intake and maintained in the participant file. The contract will clearly identify the participant's responsibility in regard to providing urine samples to the treatment agency for purposes of drug and alcohol testing. The contract should be thorough and identify each aspect of the procedure.
6. UAs cannot be excused or made up.
7. The Agency monitors the taking of any medication with a potential for chemical dependency by KCDDC participants by reviewing the drug court prescription form (to be presented to treatment counselor within 48 hours after receipt of the prescription) and notifies the toxicologist of the prescription start and end date and monitors the drug testing reports for consistency and accuracy with regard to the prescription.

F. Sober Support Attendance and Verification

1. Also required of KCDDC participants is documentation of attendance at three sober support meetings (or court-approved alternatives) per week throughout all phases of KCDDC.
2. The Agency is expected to review participant sober support verification forms weekly (or less frequently for participants who attend treatment on a less than weekly basis) and maintain a copy within the participant's file. Clinicians are to sign and date the original sober support slip provided by the participant each time they verify a participant's sober support slip.
3. Sober support verification forms that contain incomplete information, less than the required number of meetings within a given week or appear to be falsified should not be considered "verified"; these should be noted as "not verified" (with explanation provided) in the participant's Progress Report.

G. Reporting Requirements

1. The court schedules mandatory KCDDC defendant hearings every two weeks during the beginning phases of the program, and them approximately one time per month. Formal progress reports shall be submitted by the Agency to DDC Services prior to each hearing.

Formal progress reports shall be submitted by the Agency to DDC Services prior to each hearing. The progress reports describes:

- a. participant's progress during the reporting period in the Stages of Change continuum;
 - b. UA results (including missed UAs);
 - c. attendance and absences at individual and group counseling sessions (including dates and reasons for all absences);
 - d. verification of attendance at the required number of sober support meetings per week [clinicians are to sign and date the original sober support slip provided by the participant each time they verify a participant's sober support slip and maintain copy in file];
 - e. updated information regarding all aspects of the treatment plan and other treatment-related observations and/or concerns including participant behavior, mental health, medication compliance and other issues.
2. Once the Agency is online with the KCDDC Management Information System (MIS), the Agency shall enter Progress Reports, urinalysis results and absences, Incident Reports and Journal notes directly into the system as instructed by Drug Diversion Court Services (DDCS) staff.
 3. The Agency should make the participant aware of the information contained within his/her Progress Report prior to his/her hearing.
 4. If the Agency is not online with the KCDDC MIS, the Agency will be notified of the next hearing date by KCDDC services. If the Agency is online, it is the Agency's responsibility to access the next hearing date directly from the KCDDC MIS.
 5. The Progress Report and UA data shall be entered into the KCDDC MIS by the Agency no later than 8:00 AM on the Thursday preceding the week of the scheduled hearing (unless otherwise directed by KCDDC). The Agency will access the date of the next drug court hearing directly from the KCDDC MIS as instructed by DDC Services.
 6. During initial phases, when hearings are scheduled every two weeks, reports are due to KCDDC two days prior to the hearing.
 7. If more than 10% of Agency reports are late in any given month, DDCS will deduct 5% of the total invoiced amount for that month. Progress Reports that are incomplete and/or which do not include urinalysis data may be considered late at DDC Services discretion. The 10% "late report rule" applies to both written and electronic reports. However, it will not apply to Agencies who have fewer than ten Drug Court reports due for the month.

The Agency shall comply with all KCDDC and KCMHCADSD reporting requirements.

H. Other Agency Requirements Specific to KCDDC

1. The Agency is expected to provide bilingual counselors or ensure that translator services are available until bilingual staff is recruited, so non-English drug court defendants can participate in drug court on an equal basis with English speaking participants.
2. The Agency supports the Court in any program evaluations of KCDDC by providing statistical and other participant information.

3. The Agency maintains written policies and procedures describing how the agency ensures the following:
 - a. KCDDC participants begin treatment at the Agency within one week of their assessment;
 - b. Urinalysis testing is random and reliable; that collections are observed and that frequency of testing is consistent with participants' KCDDC requirements;
 - c. Progress reports (including urinalysis data) are thorough, timely, and accurate and entered directly into the KCDDC MIS.
 - d. All Agency counseling staff that provides services to KCDDC participants undergo the KCDDC treatment provider orientation provided by DDC Services and update trainings as needed.
 - e. The Agency shall address all programmatic concerns, complaints, or disputes to King County Department of Judicial Administration, and shall not direct them to the Judiciary.
4. The Agency shall coordinate with Drug Court REACH and Housing case managers to provide access to ancillary services for KCDDC participants either in-house or through referral to outside agencies. Specifically required are access to available job, vocational and/or educational services and housing services.
5. The Agency shall have policies and procedures which provide that individuals being detoxified for either administrative or financial reasons are treated in a medically appropriate manner.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

Clinical services will be reimbursed on a fee for service basis at a rate consistent with the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule approved for King County. Reimbursement for Opiate Dependency Treatment Services shall be paid at the low income rate approved consistent with the DBHR Alcohol and Drug Outpatient Service Reimbursement Schedule approved for King County for Dose Days delivered. Urinalyses shall be reimbursed at the rate specified in the subcontract between the Agency and the toxicology agency, under the WA State Department of Corrections contract.

B. Billing Method

1. The Agency shall submit an invoice listing the service hours/units provided for the month which includes the following documentation:
 - a. Admissions/Assessments and Summary TARGET M4 Reports filtered according to DDC Services instructions.
 - b. TARGET C3 Active Caseload Report filtered to include all participants coded as County Special Project Code "17-Drug Court-Adult" and "MIDD-DDC".
 - c. Dose Days report for methadone participants.

- d. A list of participant names and dates for any Ethyl Glucuronide (EtG) or other add-ons to urinalysis tests.
2. Invoices are due within 15 days after the end of each month, except at the end of the year when an earlier date may be required.
3. Disability Lifeline (DL) participants should be billed as directed by KCDDC.
4. Billing and reimbursement for Title XIX services delivered shall follow these requirements:
 - a. The Agency shall bill Medicaid for KCDDC participants receiving Title XIX benefits and shall use the Criminal Justice Treatment Account (CJTA) procedure code modifier.
 - b. TXIX chemical dependency treatment services (with the exception of UAs) shall be billed in accordance with the Agency's King County MHCADSD Title XIX Medicaid Drug Court Adult Outpatient Treatment exhibit.
 - c. UAs received by KCDDC participants who have Title XIX benefits should be billed to drug court. .



KING COUNTY ADULT DRUG DIVERSION CONTRACT – 2013

Contractor _____
Project Title _____
Contract Amount \$ _____
Contract Period From: _____ To _____
DUNS No. (if applicable) _____ CCR No. (if applicable) _____

THIS CONTRACT No. _____ is entered into by KING COUNTY (the “County”), and _____ (the “Contractor”) whose address is _____.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- | | |
|--|--------------------------------|
| Certificates of Insurance/Endorsements | Attached hereto as Exhibit I |
| _____ | Attached hereto as Exhibit II |
| _____ | Attached hereto as Exhibit III |
| _____ | Attached hereto as Exhibit IV |
| _____ | Attached hereto as Exhibit V |
| _____ | |

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____ 2013, and shall terminate on the _____ day of _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit.
- B. The County shall reimburse the Contractor for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

This form is available in alternate formats upon request for persons with disabilities.

C. The current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY		-
FEDERAL - Federal Catalogue No.		-
STATE		-
TOTAL		-

- D. The Contractor shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.
- E. If the Contractor's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- F. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.

V. **EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. The Contractor agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an Exhibit as reimbursable is, upon its purchase or receipt, the property of the Contractor, County, and/or federal, and/or state government, as specified in the Exhibit.
- B. The Contractor shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.
- D. The Contractor shall admit County staff to the Contractor's premises for the purpose of marking such property with appropriate government property tags.
- E. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

VI. **CONTRACT AMENDMENTS**

Either party may request changes or an extension to this Contract. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Contract. No oral statement or other conduct by the County shall change or modify the Contract.

VII. **INTERNAL CONTROL, ACCOUNTING AND AUDITS**

Internal Control and Accounting

The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

- A. The Contractor shall provide the County with a copy of its applicable IRS Form 990 (Return of Organization Exempt from Tax), IRS Form 1065 (Partnership tax return), or equivalent when requested.
- B. The Contractor shall comply with the specific requirements for independent financial audits or alternatives as follows:

1. A Contractor expending \$500,000 or more in direct or indirect federal funding from all sources during its fiscal year, including other forms of federal financial assistance shall have a single audit or program-specific audit conducted for that year. Such audit shall be done in accordance with the provisions of the Single Audit Act Amendments of 1996 as implemented through the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, as revised.
 2. A Contractor expending \$300,000 or more from all fund sources during their fiscal year that is not otherwise subject to the requirements of OMB Circular A-133 as outlined above in B.1., shall have a financial statement audit conducted for that year. Such audit shall be performed by an independent certified public accountant and conducted in accordance with the American Institute of Certified Public Accountants' (AICPA) generally accepted auditing standards.
 3. A Contractor expending less than \$300,000 from all fund sources during its fiscal year shall be required to complete a limited scope financial statement/internal control review as defined by the AICPA and according to AICPA standards. Any limited scope financial statement/internal control review shall be conducted in accordance with the AICPA's Statements on Standards for Attestation Engagements and shall be performed by an independent certified public accountant.
- C. A Contractor which is not subject to OMB Circular A-133 may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
1. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and
 2. There has been no turnover in key staff since the beginning of the period for which the audit was completed.
- If the Contractor does not meet the qualifications in Section VII. Audits. C. 1. and 2., then the Contractor shall provide a financial statement audit.
- D. The Contractor shall provide to the County a copy of the audit report, including any management letter or official correspondence submitted by the auditor, its response and corrective action plan for all findings and reportable conditions contained in its previous audit or any alternative documents required under Section VII. Internal Control, Accounting and Audits, Subsection B. 3. of this Contract. These documents shall be submitted no later than nine months subsequent to the end of the Contractor's fiscal year. The documents may be submitted electronically, in a portable document format (PDF) or in hard copy.
- E. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.
- F. If the Contractor receives a financial audit, including an A-133 audit, due to requirements other than stated herein, such audit shall be provided to the County within the time period identified in Section VII. Internal Control, Accounting and Audits Subsection D., even if not otherwise required under this section.
- G. The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of the Contract.

VIII. RECORDS, INSPECTIONS AND EVALUATIONS

A. Retention of Records

1. The Contractor and its Subcontractors shall maintain books, records, and documents of its performance under this contract in accordance with generally accepted accounting principles. The Contractor shall retain for six years after the date of final payment under the Contract all financial information, data and records for all work.
2. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within ten working days of any such relocation.

B. Evaluations and Inspections

1. The Contractor shall provide right of access to its facilities, including those of any Subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
2. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
3. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

C. Public Records Requests

1. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").
2. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

IX. PROPRIETARY RIGHTS

- A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.
- B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

- C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

X. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The County shall notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing no later than ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County shall notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI. Termination Subsection A.;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Termination Subsections A, B, C, and D.

XI. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II. Duration of Contract, by providing the Contractor 30 days advance written notice of the termination.

The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that:

1. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or
2. The duties, obligations or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County, pursuant to this Section XI. Termination Subsection B.1, the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- B. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
2. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

- C. This Contract may be terminated by the Contractor without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Contractor shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.
- C. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.
- D. The Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations

under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

- E. The County shall protect, defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- G. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII. Conflict of Interest Subsection B. of this Contract, the Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Contractor's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
- H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- I. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XIV. INSURANCE REQUIREMENTS

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. Failure by the Contractor, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance;

The Contractor shall maintain limits no less than,

1. General Liability: \$_____ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$_____ aggregate limit. CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY.
2. Professional Liability, Errors and Omissions: \$_____ Per Claim and in the Aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care
3. Automobile Liability: \$_____ combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles Risk Management will review and set the appropriate limits of coverage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
4. Workers' Compensation: Statutory requirements of the State of residency, and Employers' Liability or "Stop Gap" coverage: \$_____

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. The County requires this Endorsement to complete the Contract.
 - b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
 - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after 45 calendar days prior written notice, has been given to the County.

D. Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Best's rating of no less than A: VIII, or, if not rated with an AM Best's, with minimum surpluses the equivalent of an AM Best's surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Best's rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, the non-public Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply

with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities.

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address: <http://www.kingcounty.gov/bdcc>

The term "Small Contractors and Suppliers" means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at 50 percent of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000.

2. Contact the OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by Toll Free telephone (866) 208-1064.
 3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

XVI. SUBCONTRACTS AND ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall include Sections III. Future Support, IV. Compensation and Method of Payment, V. Equipment Purchase, Maintenance and Ownership, VII. Internal Control, Accounting and Audits, VIII. Records, Inspections and Evaluations, XIII. Hold Harmless and Indemnification, XIV. Insurance Requirements, XVI. Subcontracts and Assignment/Subcontracting, paragraph B., XXV. Service Provided in Accordance with Law and Rule and Regulation, and XXVII. Political Activity Prohibited in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.
- B. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement or purchase agreement for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to

this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

- C. The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.
- D. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment or subcontract.
- E. “Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

XVII. CONFLICT OF INTEREST

- A. The Contractor agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI. Termination and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
 - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the services contracted for herein (was “work to be done”) or processes to be followed while a County employee.
 - 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 - 3. After Contract award, the Contractor is responsible for notifying the County’s Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVIII. BOARD OF DIRECTORS

- A. If the Contractor is incorporated, it shall have an active, legally constituted board of directors in accordance with RCW Chapters 23B or 24, as applicable.
- B. The following additional requirements shall apply to the contractors that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3):
 - 1. The Contractor shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Contractor. For the purposes of this section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a domestic partner shall be considered relatives to the same extent such relatives would be included in this section, as if the employee and domestic partner were married;

2. The Board of Directors shall meet regularly; and
3. The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501(C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

XIX. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

- A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590(2).
- B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:
 1. Circumstances associated with the breach;
 2. Actions taken by the Contractor to respond to the breach; and
 3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

- C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.
- D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.
- E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).
- F. If the Contractor demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds \$500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).
 1. E-mail notice when the Contractor has an e-mail address for the subject persons;
 2. Conspicuous posting of the notice on the Contractor's web site page, if the Contractor maintains one; and
 3. Notification to major County-wide media.
- G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:
 1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or

2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

XXI. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.
4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.
5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.
6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.
10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXII. EMERGENCY RESPONSE

- A. The Contractor shall prepare and submit within six months of the execution of the Contract the necessary plans, procedures and protocols to:
 1. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage; and
 2. Continue operations during a prolonged event such as a pandemic.

- B. The Contractor shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.
- C. The Contractor shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Contractor's plans. The County will specify areas that must be addressed in the Contractor's plan.
- D. The County may waive the requirements in subsections A., B. or C. upon written request by the Contractor identifying compelling reasons why such requirements should not apply.

XXIII. NOTICES

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via U.S. mail, personal delivery or electronic mail with the notice or documentation attached in PDF format.

XXIV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20 and King County Executive Policy CON 7-1-2).

XXV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXVI. NO THIRD PARTY BENEFICIARIES

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVIII. FORCE MAJEURE

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or

comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

XXIX. SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY

CONTRACTOR

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
OCTOBER 2012
