

December 14, 1994

Introduced By:

GOSSETT,
HAGUE, NICKELS

94-683.DOC (DE:clt)

Proposed No.:

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MOTION NO. **9436**

A MOTION authorizing the King County Executive to enter into an agreement with the City of Seattle to implement the community diversion program for mentally ill or mentally ill and chemically abusing offenders.

WHEREAS, King County and the city of Seattle seek to better serve individuals with mental illness or chemical dependency, and

WHEREAS, many nonviolent mentally ill or mentally ill and chemically abusing misdemeanor offenders who are incarcerated in the county jail would benefit from appropriate community-based treatment services, thus decreasing the likelihood of their re-arrest and incarceration, and

WHEREAS, the diversion of mentally ill or mentally ill and chemically abusing misdemeanants from the jail to community treatment programs would benefit the city and county by reducing recidivism, and length of stay in the jail's mental health unit, and

WHEREAS, the city of Seattle and King County desire to provide pre-booking and jail diversion activities through the community diversion program operated by the community psychiatric clinic and administered by the county, and

WHEREAS, the city and county have appropriated approximately \$2.2 million in support of this program since its inception in 1991, and

1 WHEREAS, the city of Seattle has appropriated \$100,000
2 in the 1994 finance general budget, and King County has
3 appropriated \$534,967 through Ordinance 11130 to support the
4 community diversion program for mentally ill or mentally ill
5 and chemically abusing offenders during 1994, and

6 WHEREAS, a comprehensive evaluation of the community
7 diversion program's operation during 1994 will be completed
8 in January 1995;

9 NOW, THEREFORE, BE IT MOVED by the Council of King
10 County:

11 The county executive is authorized to enter into an
12 interlocal agreement with the city of Seattle, substantially
13 in the form attached, to implement the community diversion
14 program for non-violent mentally ill or mentally ill and
15 chemically abusing offenders.

16 BE IT FURTHER MOVED,

17 The additional project stipulations for the community
18 diversion program contained in Attachment A are hereby
19 approved.

20 BE IT FURTHER MOVED,

21 The community diversion program redesign planned by the
22 Executive for 1995 will assure that the program will not
23 include violent offenders who might pose a serious threat to
24 others. In addition, the April 15, 1995 report required by

1 proviso to Section 68 of Ordinance 11578 (adopting the 1995
2 King County budget) on the proposed diversion program re-
3 design will include a review of the adequacy of public safety
4 considerations.

5 PASSED this 19th day of December, 1994.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 Passed by a vote of 12-0.

Kent Pullen
Chair

10 ATTEST:

11 Gerald G. Peterson
12 Clerk of the Council

13 Attachments: Interlocal Agreement
14 Attachment A, Project Stipulations dated
15 December 14, 1994
16

ATTACHMENT A

ADDITIONAL PROJECT STIPULATIONS FOR THE
COMMUNITY DIVERSION PROGRAM

December 14, 1994

Pursuant to King County Motion No. _____, King County Department of Human Services through the Mental Health Division shall arrange for the provision of mental health and chemical dependency services as a non-incarceration alternative for persons in the following target population who meet the eligibility requirements specified below. Total King County funds shall not exceed \$534,967 for the period January 1, 1994 to December 31, 1994. The Community Diversion Program shall also be administered in accordance with the following requirements.

Eligible Population

The target population consists of individuals who could have been booked into the King County Correctional Facility (KCCF) on a misdemeanor charge, or any charged offender who may be released from KCCF pursuant to judicial approval, except for those individuals who meet the exclusionary criteria below. These individuals also must meet treatment eligibility requirements established by the King County Mental Health Division and, for those with chemical dependency as well, meet treatment eligibility requirements to receive chemical dependency services, including services at the Cedar Hills MICA program.

Exclusionary Criteria

Pre-booking Diversion Exclusionary Criteria (Seattle Police Department)

A person cannot be diverted to the CDP if s/he is violent or under arrest for the following types of crimes:

1. narcotics
2. weapons violations
3. domestic violence
4. failure to appear on any of the above charges

Post-booking Diversion Exclusionary Criteria (KCCF)

A person cannot be diverted if s/he is booked on:

1. weapons/firearms charges
2. domestic violence
3. a Driving While Intoxicated (DWI) or Drive While Under the Influence (DUI) or Physical Control and has been previously convicted on a prior DWI or DUI within the last year
4. violation of a protection order
5. violation of a no-contact order
6. failure to appear on any of the above charges

Persons eligible for referral by Harborview Emergency Room staff or CDMHPs must meet the following criteria:

1. Are not known to be enrolled; and
2. Brought to Harborview by the police due to an apparent mental disorder combined with dangerousness to self or others, and not detained by the CDMHPs; or
3. Seen by CDMHPs for crisis intervention services in the community after a police referral and the officer is willing to document the citeable offense that would have led to a booking.

Program Mandate and Responsibility

The Community Diversion Program shall provide a non-incarceration alternative (pre-booking and jail diversion) for non-violent mentally ill or mentally ill and chemically abusing individuals. The project is to reduce jail time for non-violent mentally ill or mentally ill and chemically abusing individuals, provide police with an alternative option for handling mentally ill offenders, and link eligible individuals to mental health and chemical dependency services.

Staff Responsibilities

Staff funded by City of Seattle and King County shall implement procedures to identify eligible individuals through screening and assessment. The staff shall divert eligible individuals from incarceration to mental health or chemical dependency service alternatives as expediently as possible to reduce the incidence and prevalence of the target population in the King County Correctional Facilities. Staff shall provide training to law enforcement officers to improve referral and utilization of the program as a non-incarceration alternative. Staff shall coordinate placement of program eligible individuals, and provide eligible individuals who have active legal status with assistance to help them observe court dates and make required court appearances.

Program Composition

The program shall provide a staff of 11 full-time equivalent positions including one project supervisor. Services provided by project staff for individual clients shall be for a limited period of time (45 days), and a projected minimum number of 40 clients per month will be linked to mental health and chemically dependency services.

Cedar Hills Alcohol Treatment Residential Program shall provide a daily average of eight (8) beds available for referral from CDP staff.

Program Oversight

The Community Diversion Program shall be administered by the Mental Health Division in the Department of Human Services, with coordinated policy direction provided by a sub-committee of affected department directors, Department of Adult Detention, Human Services, and Public Health. Additional inter-agency coordination shall be provided by the Community Diversion Program Advisory Committee (CDPAC), composed of the following agencies: Seattle Police Department, King County Budget Office, Seattle District Court, Jail Health Unit, Defender organizations, etc. An Evaluation Sub-Committee of the CDPAC shall assist in the ongoing evaluation of the program.

Reporting Requirements

In addition to the reporting requirements identified in the interlocal agreement and contract, reports shall be prepared for the Council, Executive, and the city of Seattle every six months of operation of the Community Diversion Program. Copies of monthly or other interim reports regarding the program should be transmitted to the MLCS Committee and the Auditor. The annual program evaluation, including an analysis of costs and savings associated with the program will be provided to the Council, Executive and City of Seattle by February 10, 1995.

12/14/94 ^{002.}

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MENTAL HEALTH JAIL DIVERSION PROGRAM INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this first (1) day of January, 1994 between The City of Seattle, hereinafter referred to as "City" and King County, hereafter referred to as "County" pursuant to and consistent with the Interlocal Cooperation Act, RCW Chapter 39.34.

WHEREAS, King County and the City of Seattle seek to better serve individuals with mental illness or chemical dependency, and

WHEREAS, many mentally ill or mentally ill and chemically abusing offenders who are incarcerated in the County jail would benefit from appropriate community-based treatment services, thus decreasing the likelihood of their re-arrest and incarceration, and

WHEREAS, the diversion of selected mentally ill or mentally ill and chemically abusing offenders from the jail to community treatment programs would benefit the City and County by reducing recidivism, and length of stay in the jail's Mental Health Unit, and

WHEREAS, the City of Seattle and King County desire to provide pre-booking and jail diversion activities through the Community Diversion Program (CDP) operated by the Community Psychiatric Clinic (CPC) and administered by the County, and

WHEREAS, the City and County have appropriated approximately \$2.2 million in support of this program since its inception in 1991, and

WHEREAS, a comprehensive evaluation of the CDP's operation during 1994 will be completed in January 1995, and

WHEREAS, the City of Seattle has appropriated \$100,000 in the 1994 Finance General budget, and King County has appropriated \$534,967 through Ordinance 11130 to support the CDP for mentally ill or mentally ill and chemically abusing offenders during 1994;

Now, Therefore, in consideration of these goals and commitments, the parties agree as follows:

I. DEFINITION OF TERMS

ACTIVE LEGAL STATUS: A condition of a CDP client, who at the time of diversion, has a case pending before a court within King County for a citation or a schedule to appear based upon a booking prior to referral to CDP

ASSESS: CDP staff interviews client and gathers historical data, evaluates mental status, and determines client/consumer needs.

COMMUNITY DIVERSION PROGRAM (CDP): An organized program carried out by Community Psychiatric Clinic under contract with King County Mental Health Division designed to divert from the criminal justice system persons who commit a misdemeanor offense and are considered by law enforcement officer or others to be mentally ill or chemical abusing at the time the behavior was committed.

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COMMUNITY DIVERSION ADVISORY COMMITTEE (CDPAC): An advisory committee made up of representative of diverse human service organizations, law enforcement and criminal justice agencies, and other designated agency representatives. This committee makes recommendations to the King County Mental Health division and provides feedback to the CDP program.

COMMUNITY PSYCHIATRIC CLINIC (CPC): The licensed mental health organization of that name that provides a range of mental health and related services in King County, or such other similar licensed mental health organization as is approved by the Director of the Department of Housing and Human Services.

COMMUNITY DIVERSION PROGRAM CLIENT (CDP client): An individual who meets the eligibility requirements for the Community Diversion Program who is referred by Seattle Police, King County Correctional Facility, Harborview Hospital, or other law enforcement agency.

CONSUMER: An individual who is registered or enrolled in the mental health system through an agency authorized by the King County Regional Support Network to provide mental health services.

COUNTY DESIGNATED MENTAL HEALTH PROFESSIONAL (CDMHP): An agent of the King County Mental Health Division empowered by Washington State code to evaluate persons for involuntary commitment to psychiatric hospitalization.

COURT: Seattle District Court, Seattle Municipal Court, or an agent operating on behalf of one of these branches of the criminal justice system.

DESIGNATED LINKAGE CATEGORIES: Hospital, Congregate Care Facility (CCF), Adult Residential Treatment Facility (ARTF), Crisis Clinic, Harborview Emergency Room, Shelter, Psychiatrist, County Designated Mental Health Professional (CDMHP), Law Enforcement/Police, Court, Western State Hospital, Family/Significant Other, Division of Developmental Disabilities, Division of Vocational rehabilitation, Probation and Parole, Veteran Hospital, King County Mental Health Provider, Out of State, Other—Not listed.

DIVERT: CDP accepts referral and removes a client from the referral source, and provides three or more services.

DIVERSION PLAN: A mutual agreement between CDP staff and client. This document is a comprehensive, short-term service plan used to document (1) client needs, (2) services to be provided, (3) referrals made to other services (4) services secured, and (5) services not available.

ENROLLABLE: Consumer meets King County Regional Support Network eligibility criteria for long-term mental health services.

ENROLLED: Consumer is enrolled with a mental health provider in the mental health service system, receiving long-term mental health treatment service, and/or has an assigned case manager.

KING COUNTY MENTAL HEALTH DIVISION (KCMHD): A division within the Human Services branch of King County Government.

KING COUNTY REGIONAL SUPPORT NETWORK (KCRSN): The county-wide mental health service system administered by the King County Mental Health Division.

KING COUNTY REGIONAL SUPPORT NETWORK/INFORMATION SYSTEM (KCRSN/IS): Electronic information system maintained by the King County Mental Health Division.

LINK: CDP staff obtains an identified service or service provider to meet a client's identified need which is not provided by CDP; and CDP staff relinquishes responsibility for the client to the service provider for that purpose.

LINKAGE: Activity taken by CDP staff which enrolls a client with a mental health service provider or places him or her with another agency to obtain needed resources.

OPEN CRIMINAL JUSTICE STATUS: An administrative situation of a client who has a case pending before a Court or other activity within the criminal justice system.

OUTREACH: CDP staff has face-to-face contact with a client and a service is provided.

PROVIDER: An agency recognized and authorized by the County to provide mental health services to individuals in need of services.

REFERRAL SOURCE: A law enforcement agent, criminal justice system agent, or other entity within King County which may refer a person who has committed an offense for CDP services.

REFER: CDP contacted by identified referral source regarding a person who may be eligible for CDP.

SEATTLE POLICE DEPARTMENT (SPD): A law enforcement arm of Seattle City Government.

SEATTLE POLICE OFFICER: An individual or agent of the Seattle Police Department empowered to enforce the law of the City of Seattle and State of Washington.

SERVICE: An activity undertaken by CDP staff with and/or on behalf of a client to determine his/her needs and provide resources to meet those needs.

SCREEN: CDP staff provides a face-to-face contact with an individual referred for participation in CDP to determine eligibility.

STAFF: The CDP person providing a service to a person referred for such service.

II. WORK STATEMENT

The County shall provide mental health and chemical dependence services through a contractual arrangement with CPC, a community based organization and through residential services (2,920 bed days) at Cedar Hills Treatment Center. The total amount of funding pursuant to this agreement shall not exceed \$534,967 of County funds and \$100,000 of City of Seattle funds for the period January 1, 1994 through December 31, 1994.

III. PROGRAM DESCRIPTION

A. GOAL

Under the County's contract with CPC, the CDP shall provide non-incarceration alternatives for the target population as defined in Section III, C. Eligible Population.. CPC shall provide community based intervention services including mental health and chemical dependence services to such target population.

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B. OBJECTIVES

Under the County's contract with CPC, CPC shall:

1. Maintain and evaluate a program structure, format, and outcomes to achieve the stated goal.
2. Screen and divert individuals who meet the target population criteria and who would otherwise be detained by Seattle Police officers or other law enforcement agencies.
3. Screen and divert individuals who meet the target population criteria who are referred from the King County Correctional Facility (KCCF) or other parts of the criminal justice system (e.g., courts, prosecutor, etc.).
4. Coordinate with other referral sources (e.g., Harborview, and County Designated Mental Health Professionals (CDMHP)) in the screening, assessment and diversion of individuals brought or detained by the police.
5. Link diverted individuals to agencies for mental health, chemical dependence and other services, as indicated by the individual's assessment.
6. Provide legal advocacy service to assist diverted individuals' progression through the criminal justice system.
7. Reduce the number of repeat bookings and the average length of stay of current or previous CDP clients booked into the psychiatric unit of the jail.

C. ELIGIBLE POPULATION

The target population consists of individuals who could have been booked into the King County Correctional Facility (KCCF) on a misdemeanor charge, or any charged offender who may be released from KCCF pursuant to judicial approval, except for those individuals who meet the exclusionary criteria below. These individuals also must meet treatment eligibility requirements established by the King County Mental Health Division and, for those with chemical dependency as well, meet treatment eligibility requirements to receive chemical dependency services, including services at the Cedar Hills MICA program.

Pre-booking Diversion Exclusionary Criteria (Seattle Police Department)

A person cannot be diverted to the CDP if s/he is violent or under arrest for the following types of crimes:

1. narcotics
2. weapons violations
3. domestic violence
4. failure to appear on any of the above charges

Post-booking Diversion Exclusionary Criteria (KCCF)

A person cannot be diverted if s/he is booked on:

1. weapons/firearms charges
2. domestic violence

3. a Driving While Intoxicated (DWI) or Driving While Under the Influence (DUI) or Physical Control and has been previously convicted on a prior DWI or DUI within the last year
4. violation of a protection order
5. violation of a no-contact order
6. failure to appear on any of the above charges

Persons eligible for referral by Harborview Emergency Room staff or CDMHPs must meet the following additional criteria:

1. Are not known to be enrolled in the King County Regional support Network (KCRSN); and
2. Brought to Harborview by the police due to an apparent mental disorder for investigation for involuntary detention and not detained by the CDMHPs; or
3. Seen by CDMHPs for crisis intervention services in the community after a police referral and the officer is willing to document the citable offense that would have led to a booking.

D. SCOPE OF CHEMICAL DEPENDENCY SERVICES

Under funding provided by King County Division of Alcohol and Substance Abuse Services (KCDASAS), CPC shall provide up to four (4) Chemical Dependency Counselors (CDC) to work in collaboration with the mental health staff to perform as members of the CDP team. These positions shall be filled by CDCs as defined by WAC 440-22. Cedar Hills Alcohol Treatment residential program shall provide a daily average of eight (8) beds available (2,920 bed days) for referral from CDP staff.

E. PROGRAM REQUIREMENTS

Under the County's contract with CPC, CPC shall be obligated to:

1. Work in collaboration with City, County and private agencies to implement the services and protocols necessary for a fully operational pre-booking diversion project.
2. Maintain, in conjunction with funding provided by the City of Seattle a mental health staff and one program supervisor, who also supervises qualified chemical dependency counselor staff funded by a separate contract with the agency by King County Division of Alcoholism and Substance Abuse. The CDP program shall have a minimum of two staff on duty at any given time during the CDP program's operating hours. Staff work schedules and assignments will:
 - a. Support the capacity to divert individuals on-site at KCCF five days a week during the hours 8:00 a.m. to 5:00 p.m. Also, maintain referral capacity seven days a week between the hours 8:00 a.m. to 12:00 Midnight.
 - b. Support the capacity for mobile response to the SPD referrals seven days a week between the hours 8:00 a.m. to 12:00 Midnight.

- c. **Revise staffing assignments to respond to referrals to better serve the target population, as reviewed by the Community Diversion Advisory Committee and approved by the King County Mental Health Division.**
3. **Provide the following services:**
- a. **Identify currently enrolled mental health consumers referred for diversion to CDP, immediately notify the individual's case management team at the enrolling agency and request services on the individual's behalf. These cases are the responsibility of the enrolling agency.**
- b. **Screen clients for eligibility, divert eligible clients for registration in the program, and for each eligible client registered, provide an assessment and diversion plan. Link clients to and/or provide necessary mental health and substance abuse services, including, but not limited to crisis intervention services, psychiatric evaluation, crisis respite care, ethnic and minority consultation, detoxification and substance abuse services. Linkage to ongoing services, including enrollment for eligible clients at a mental health agency shall occur within 45 days of diversion. CDP staff will follow-up referral within seven working days to confirm the enrollment status with the mental health agency prior to closing case. CDP staff will follow-up referrals to other agencies providing ongoing services within seven days to confirm transfer of case responsibility.**
- c. **Refer clients in need of residential drug/alcohol treatment to Cedar Hills. Coordinate care during placement. Facilitate discharge planning including referrals to ongoing mental health agency services.**
- d. **Refer non-eligible referrals and/or those persons who do not have a mental illness to the appropriate service resource. This non-eligible population includes, but is not limited to, those with only a developmental or physical disability.**
- e. **Provide legal advocacy service for clients who have an open or active criminal justice status when diverted. Assist clients to facilitate their progression through the courts e.g., refer to necessary legal services, participate in required court appearances and related legal proceedings until the case disposition is closed or the consumer is enrolled in community support service. When a consumer is enrolled, the mental health agency assigned case manager will monitor and assist the consumer through the court process.**
- f. **Provide Seattle Police Officers with a minimum of 12 scheduled trainings, within six months after the commencement of this contract, regarding information about the CDP and how and when to make referrals, and provide feedback on the status of referrals made by police.**
4. **Participate with the King County Mental Health Division and the Community Diversion Program Advisory Committee (CDPAC) in measuring, reporting and evaluating the CDP program. The CDPAC will meet at least monthly to discuss the**

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CDP program, identify barriers to services, provide feedback to the program's administrators, and make program improvement recommendations to the King County Mental Health Division.

The City reserves the right to determine whether requirements have been completed.

F. LEVEL OF SERVICES

The County shall ensure that the CDP program shall link an average of 40 new unenrolled clients per month to agencies for mental health, chemical dependency or other services at termination of the program on a two month (e.g. November and December) averaged basis in order to receive 100% of the two month reimbursement as defined in Section VI, Computation And Method Of Payment. Reduction in reimbursement will be applied in the second month of the two month period in which the average for that period falls below 40 clients per month. The maximum length of service to a diverted client is 45 days. CDP staff may obtain permission from the County to extend to the service length for clients when extenuating or unusual circumstances are present.

G. OUTCOMES:

The following outcomes establish standards to be used to evaluate County and CDP program performance on a semi-annual basis:

1. CDP staff will screen 100% of all referrals from SPD, and 100% of all referrals from KCCF (SMC, SDC, other).
2. CDP staff will divert 45 new unenrolled clients per month, on a two month (e.g. November and December) averaged basis.
3. CDP staff will provide advocacy services to 95% of clients with open legal status upon referral.
4. CDP staff will link, on a two month (e.g. November and December) averaged basis, 40 new unenrolled clients from CDP to agencies for mental health, chemical dependency and other services at termination from the program.
5. CDP staff will provide at least 12 roll-call trainings for SPD during a six month period.
6. All CDP staff will receive training on documentation of service delivery and current data collection procedures.
7. CDP staff will assure, on a two month (e.g. November and December) averaged basis, referrals to maintain 95% occupancy for eight beds at Cedar Hills.
8. Of all clients diverted, 90% will complete CDP services within 45 days of diversion.

IV. KING COUNTY REPORTING REQUIREMENTS:

1. The County shall require the following reports from CPC:

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- A. CDP will maintain the following:**
1. A log and an up-to-date schedule of staff working hours and assignments in the CDP program.
 2. A schedule of Seattle Police Precinct roll-call training carried out by CDP staff.
 3. A schedule of CDP staff training, including, orientation, data collection, and other training.
- B. In a format approved by the County, CDP will produce a monthly report of the following:**
1. Number of referrals by source (distinction by court and precinct).
 2. Number of mobile responses to police (by precinct).
 3. Number screened from KCCF within 24 hours of referral.
 4. Number diverted with open criminal justice status.
 5. Number referred to case manager (for legal advocacy and other enrollment services).
 6. Number of referrals from SPD, KCCF and courts screened, by source.
 7. Number of referrals from SPD, KCCF and courts diverted, by source.
- C. In a format approved by the County, CDP will:**
1. Produce a written semi-annual report due 20 working days after June 30th and 10 working days after December 31, 1994. This report will contain information on the program structure; staffing and schedules; summary data on training, demographics of individuals screened, diverted, linked to mental health and chemical dependence services; and program successes and barriers to services along with other information.
 2. Participate in the development of an annual program evaluation report due 10 working days after December 31, 1994. This report will contain measures of recidivism and cost avoidance in the criminal justice system, including reduced booking and KCCF bed day fees.
- D. CDP will meet the requirements of the King County Data Dictionary to support the following monthly reports:**
1. Number of cases diverted from SPD and from other Law Enforcement Agency (LEA).
 2. Number of cases assessed for services from SPD and from other LEA.
 3. Number diverted from CDMHPs.
 4. Number diverted from Harborview.
 5. Number referred to Cedar Hills Alcohol Treatment facility.
 6. Number placed to Cedar Hills Alcohol Treatment facility.
 7. Number referred to King County mental health providers/agencies.
 8. Number linked to King County mental health providers/agencies.

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- E. CDP will maintain working agreements which specify protocols with Harborview, CDMHP, Cedar Hills and other referral sources.
2. The County will provide the following reports to the City's Department of Housing and Human Services:
- A. Quarterly (March 31, 1994; June 30, 1994; September 30, 1994; December 31, 1994):
1. A quarterly summary (by months within the quarter) describing number of clients seen and services provided.
 2. Minutes of the Advisory Committee meetings held during the quarter.
 3. Any special evaluation, monitoring, or audit reports issued during the quarter.
- B. Annually
1. Copy of the semi-annual, annual and evaluation reports for 1994.

V. Non-Discrimination

During the performance of this Agreement, the County agrees as follows:

1. County Policies: The County will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The County will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action 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 apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. Documentation: The County will, prior to commencement and during the term of this Agreement, furnish to the Director of the City's Human Rights Department or such official's designee or such official's functional successor (hereinafter referred to as the "HRD Director") upon his/her request and on such form as may be provided by the HRD Director therefor, a report of the affirmative action taken by the County in implementing the terms of these provisions, and will permit access to the County's records of employment, employment advertisements, application forms, other pertinent data and records requested by the HRD Director for the purposes of investigation to determine compliance with this provision.
3. Violation: If, upon investigation, the HRD Director finds probable cause to believe that the County has failed to comply with any of the terms of these provisions the County and the Director shall be so notified in writing. The Director shall give the County an opportunity to be heard, after ten days' notice. If the Director concurs in the findings of the HRD Director, the Director may suspend the Agreement and/or withhold any funds due or to become due to the County, pending compliance by the County with the terms of these provisions.
4. Material Breach: Failure to comply with any terms of these provisions shall be a material breach of this Agreement.

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5. Application to Subcontracts: The provisions of this section shall be inserted in all subcontracts for work covered by this Agreement.

VI. WOMEN'S AND MINORITY BUSINESS ENTERPRISE UTILIZATION

In carrying out its responsibilities under this Agreement, the County shall award and administer subcontracts consistent with the requirements, and otherwise implement and apply the provisions of Section 19 (Minority/Women Business Enterprise and Contract Compliance) and Section 20 (Procurement and Contracting Procedures) of King County Ordinance 11032 and shall submit a written report to the City's Human Rights Department within thirty (30) days after the end of each calendar quarter regarding such subcontracting and other activity implementing such provisions.

VII. COMPENSATION AND METHOD OF PAYMENT

1. In its contract with CPC, the County shall ensure the following compensation and method of payment.
- A. Reimbursement shall be made in accordance with the CDP Monthly Billing Form to be provided by the County. The total amount of reimbursement shall not exceed the amount shown in Section II, Work Statement. Reimbursement is contingent upon compliance with all program requirements of this exhibit in accordance with Monthly Reporting Form provided by the County and/or site visit. The unit of service shall be defined as a day of CDP services as defined in this contract. The unit rate is based upon funds currently available and will be adjusted upon receipt of City of Seattle funds designated as match for this project. Reimbursement will also be made based upon the following schedule:
- ≥20 Consumers served = 100% of units reimbursed
 17-19 Consumers served = 95% of units reimbursed
 14-16 Consumers served = 90% of units reimbursed
 10-13 Consumers served = 75% of units reimbursed
 <10 Consumers served = 50% of units reimbursed
- For the month of November, full payment will be made. A reduction in reimbursement will be applied to the billing in December if the two month (November and December) average of linked clients falls below 40 per month. If there is a reduction in amount of reimbursement, the proportion of reduction will be the same for both sources of funds. Any reduction will be based upon the following schedule:
- ≥ 40 Clients linked = 100% of units reimbursed
 30-39 Clients linked = 85% of units reimbursed
 20-29 Clients linked = 70% of units reimbursed
 ≤ 20 Clients linked = 55% of units reimbursed
- B. Unit rate has been computed as follows: County Funds Available \$164,991 divided by 12 months of services = \$13,749 per month.
- C. Contingent upon an interlocal agreement between the City of Seattle and the County, City of Seattle funds unit rate has been computed as follows: Total City Funds Available \$100,000 divided by 12 months of services = \$8,333.34 per month. With the first payment for 1994,

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a retroactive payment for the previous months will be made based on the same number of units paid with County funds, according to the schedule in effect at the time.

D. Total allocations for salaries and benefits of up to four (4) Chemical Dependency Counselors as per D. SCOPE OF CHEMICAL DEPENDENCE SERVICES shall not exceed \$139,490 for the period January 1, 1994 through December 31, 1994. The Agency will submit a monthly Reimbursement Request Form for expenditures incurred during the billing period. The residential services at Cedar Hills shall not exceed 2,920 bed days (\$230,486) for the period January 1, 1994 through December 31, 1994.

2. King County may invoice the City on a quarterly basis for compensation payable under this agreement. Each invoice shall be accompanied by the quarterly reports to be prepared by the County hereunder as well as by the monthly reports the County is to receive from CPC pursuant to subsection VII B hereof. The City shall pay such invoice within 30 days after the City's receipt and approval of such invoice and reports.

3. For all requirements, if the City and the County determine that the level of service or any reporting requirement has not been met in full by CPC, the County may, within its discretion, determine what percentage of the deliverable has been met, and will compute the reimbursement for that deliverable as a percentage of the original full amount. If the County reimburses CPC for less than 100 percent of the maximum reimbursement payable in any quarter to CPC under its agreement with the County, then the County shall reduce its invoice to the City in a directly proportional manner.

IN WITNESS WHEREOF, this agreement is executed by the Director of the Office of Management and Budget for the City and the King County Executive for the County, listed below, and shall have full force and effect subject to provisions contained herein.

THE CITY OF SEATTLE

KING COUNTY

Director, Office of Management and Budget

Signature -- King County Executive

Date
ATTEST:

Date:

Director
Department of Executive Administration

CDP
12/07/94

9436

- C. Contingent upon an interlocal agreement between the City of Seattle and the County, City of Seattle funds unit rate has been computed as follows: Total City Funds Available \$100,000 divided by 12 months of services = \$8,333.34 per month. With the first payment for 1994, a retroactive payment for the previous months will be made based on the same number of units paid with County funds according to the schedule in effect at the time, including the application of any percentage reduction which was/is applied to County funds."

Section III, COMPENSATION AND METHOD OF PAYMENT. Reletter the current C. to D. and the current D. to E.