



**Request for Proposal
2017-111**

**Mental Health Services for the Juvenile Therapeutic Courts
Kitsap County Superior Court**

RESPONSE DEADLINE: TUESDAY, MARCH 28, 2017 3:00 PM

Project Description

The Kitsap County Superior Court is seeking a vendor to provide mental health counseling services for both The Individualized Treatment Court and Juvenile Drug Court participants to assist them in treating their mental health issues in order to successfully graduate youth from these therapeutic programs.

Scope of Work:

Weekly Mental Health services are required for the (up to) twelve (12) youth participating in the Individualized Treatment Court and may be required of certain youth participating in the Juvenile Drug Court. Services would be provided through December 31, 2017.

Services will be funded through the Mental Health, Substance Abuse and Treatment Court Sales Tax, and the Court has \$119,781.81 for services through December 31, 2017. Continuation of services beyond December 31, 2017 is conditioned upon further sales tax grant awards.

The Superior Court is interested in contracting for one (1) full-time Master's level Mental Health Professional to provide the following for assigned Individualized Treatment Court and Juvenile Drug Court participants.

The Contractor will provide therapy and care coordination services for children and adolescents who are participants in the Kitsap County Individualized Treatment Court (ITC) and/or Juvenile Drug Court in collaboration with Kitsap County Juvenile and Family Court Services.

The Contractor's responsibilities and duties are as follows:

1. To provide one MA level therapist meeting the minimum qualifications set forth below who will:
 - a. Provide effective and efficient clinical services, using best practice standards, to youth who are participating in the ITC and Juvenile Drug Court programs.
 - b. Provide Mental Health and Co-Occurring Disorder treatment

services including outreach, as clinically indicated, to clients, their parents/guardians, and families.

- c. Provide direct services for clients at risk for and with co-occurring disorders utilizing recommended co-occurring disorder treatment practices. Services may include individual therapy, group therapy, psycho-educational workshops, skill-building groups, family counseling, and crisis intervention.
- d. Utilize motivational interviewing, stages of change theory, family and system focused interventions, stage-wise treatment strategies to intervene and motivate clients.
- e. Conduct mental health assessments and chemical dependency assessments to aid in treatment planning, utilizing clinically appropriate instruments.
- f. Provide mental health and co-occurring disorder consultation and training for ITC and Drug Court staff to assist in integration of mental health and substance use services within the court system.
- g. Work collaboratively with internal and external partners including: the school system, social service agencies, the court system, KARS, Crisis Response Team, Youth Inpatient Unit, KMHS Medical providers, the medical community, and other treatment providers to assist clients in their recovery process and to ensure the continuity and quality of care.
- h. Function as a supportive member of the various program teams and participate constructively in problem solving and clinical decision making.
- i. Demonstrate a working knowledge of psychotropic medications and their side effects, and contraindications with drugs of abuse and report any relevant observations to medical personnel.

Monitor assigned clients for compliance with treatment related court ordered requirements, such as Youth at Risk Petitions, LRAs, and Substance related mandates. Follow all WACS and RCWs required of mandated clients. Provide appropriate legal documents and monthly reports as required.

- j. Perform random urinalysis testing and tests for alcohol use as clinically indicated.
- l. Pursue professional growth and development by seeking out learning opportunities and integrating new learning into daily work practice. Maintain working knowledge of Evidence Based Practices, current co-occurring disorder treatment recommendations and trends in community mental health, including health care reform.
- m. Complete and maintain all required appropriate clinical and administrative records in a timely manner.
- n. Provide crisis intervention services when necessary.
Participate in pre-court meetings and hearings for both Individualized Treatment Court and Drug Court.
- o. Assess, treat, and/or refer youth for additional services when identified

by the Court and Juvenile Services.

- p. Support youth in securing the appropriate education setting and activities such as helping ensure students attend classes regularly, comply with the court, participate in pro-social activities, and learn anger and conflict management.
- q. Support parents in their role through education and skill building.
- r. Facilitate delivery of intensive mental health and chemical dependency treatment from the onset of the youth's engagement with the Court.
- s. Provide intensive in-home and community-based individual and family therapy utilizing skill building and development of parental structures and supports that are effective in managing the youth's behavior.

The vendor's summary of qualifications should include, at a minimum:

Master's degree in counseling/psychology or related field required. Two years' experience working with children and families preferred. Child Mental Health Specialist and certification preferred. Prefer Chemical Dependency Professional certification or experience in co-occurring disorders treatment, individual and group therapy, or substance abuse treatment. Requires valid WA State Driver's License in good standing, and reliable, insured transportation.

Submission of Proposals:

- A cover sheet that details pertinent contact information (e.g., agency name, contact name, address, phone and fax numbers, email address, and business license number);
- A quote for services, including detail of what will be provided;
- A summary of the agencies history and experience providing the same or similar services in local government settings;
- No less than 3 references to agencies receiving the same or similar services.

The vendor shall provide five (5) copies of its proposal.

Proposals must be received at the address noted below no later than 3:00 PM Tuesday March 28, 2017. Responders are solely responsible for ensuring that proposal is delivered on time.

Responses received after the due date and time may be returned unopened. Please submit bids to the following contact person:

Please submit by mail to:

Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

ADDENDUM RECEIPT

Receipt of the following addendum to this solicitation is hereby acknowledged:

| <u>Addendum Number</u> | <u>Date of Receipt Addendum</u> | <u>Signed Acknowledgement</u> |
|----------------------------|-------------------------------------|-------------------------------|
| 1 | _____ | _____ |
| 2 | _____ | _____ |
| 3 | _____ | _____ |

NOTE: Failure to acknowledge receipt of any amendment may be considered an irregularity in the bid.

SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and, having its principal offices at (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

- 1.1 The Contract will become effective on March 1, 2017 and terminate on December 31, 2017. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
- 1.2 The Contractor agrees to comply with the HIPAA Business Associates Agreement attached hereto as Exhibit D with reference to access, use, collect and maintenance of Protected Health Care Information (PHI) as defined by Health Insurance Portability and Accountability Act of 1996 and 45 CFR Part 160 and Part 164 or the Uniform Health Care Information Act Chapter 70.02 RCW in the performance of this Contract.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$119,781.81.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):
- Not Applicable.
- 7.5 **Miscellaneous Insurance Provisions.**
- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
 - B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as an additional insured with respect to performance of services.

- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the

insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7 Port
Orchard, WA 98366
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of

race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the county arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in

performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. CRIMINAL HISTORY REQUIREMENTS

- 17.1 **Background Checks.** Contractor understands that the Juvenile Department is required by the State of Washington to conduct yearly background checks on individual contract service providers who will have unsupervised access, as the result of the service provider's regularly scheduled activities or work duties, to juveniles under the jurisdiction of the Juvenile Department.
- 17.2 **Disclosure of Criminal Background.** Contractor will ensure that individual service providers will not have unsupervised access to juveniles under the jurisdiction of the Juvenile Department if the service provider has been convicted on any crime noted on Exhibit C, attached and incorporated by this reference. Exhibit C shall be completed and signed by individual service providers.
- 17.3 **Reporting of Conviction.** Contractor will report any conviction of service providers for any sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130 (registration of sex offenders and kidnapping offenders) or any violent offense as defined in RCW 9.94A.030 to the Juvenile Department within seven days of the conviction. Failure to report within seven days constitutes misconduct under Title 50.RCW.

SECTION 18. MISCELLANEOUS

- 18.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

- 18.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 18.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 18.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 18.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 18.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 18.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 18.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 18.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

18.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.16.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this ____ day _____, 20__.

DATED this ____ day _____, 20__.

EXHIBIT A: DESCRIPTION OF SERVICES

The Contractor will provide therapy and care coordination services for children and adolescents who are participants in the Kitsap County Individualized Treatment Court (ITC) and/or Juvenile Drug Court in collaboration with Kitsap County Juvenile and Family Court Services.

The Contractor's responsibilities and duties are as follows:

2. Provide one MA level therapist meeting the minimum qualifications set forth below who will:
 - a. Provide effective and efficient clinical services, using best practice standards, to youth who are participating in the ITC and Juvenile Drug Court programs.
 - b. Provide Mental Health and co-occurring Disorder treatment services including outreach, as clinically indicated, to clients, their parents/guardians, and families.
 - c. Provide direct services for clients at risk for and with co-occurring disorders utilizing recommended co-occurring Disorder treatment practices. Services may include individual therapy, group therapy, psycho-educational workshops, skill-building groups, family counseling, and crisis intervention.
 - d. Utilize motivational interviewing, stages of change theory, family and

system focused interventions, stage-wise treatment strategies to intervene and motivate clients.

- e. Conduct mental health assessments and chemical dependency assessments to aid in treatment planning, utilizing clinically appropriate instruments.
- f. Provide mental health and co-occurring disorder consultation and training for ITC and Drug Court staff to assist in integration of mental health and substance use services within the court system.
- g. Work collaboratively with internal and external partners including: the school system, social service agencies, the court system, KARS, Crisis Response Team, Youth Inpatient Unit, KMHS Medical providers, the medical community, and other treatment providers to assist clients in their recovery process and to ensure the continuity and quality of care.
- h. Function as a supportive member of the various program teams and participate constructively in problem solving and clinical decision making.
- i. Demonstrate a working knowledge of psychotropic medications and their side effects and contraindications with drugs of abuse and report any relevant observations to medical personnel.

Monitor assigned clients for compliance with treatment related court- ordered requirements, such as Youth at Risk Petitions, LRAs, and Substance related mandates. Follow all WACS and RCWs required of mandated clients. Provide appropriate legal documents and monthly reports as required.

- k. Perform random urinalysis testing and tests for alcohol use as clinically indicated.
- l. Pursue professional growth and development by seeking out learning opportunities and integrating new learning into daily work practice. Maintain working knowledge of Evidence Based Practices, current co-occurring disorder treatment recommendations and trends in community mental health, including health care reform.
- t. Complete and maintain all required appropriate clinical and administrative records in a timely manner.
- u. Provide crisis intervention services when necessary.
Participate in pre-court meetings and hearings for both Individualized Treatment Court and Drug Court.
- v. Assess, treat, and/or refer youth for additional services when identified by the Court and Juvenile Services.
- w. Support youth in securing the appropriate education setting and activities such as helping ensure students attend classes regularly, comply with the court, participate in pro-social activities, and learn anger and conflict management.
- x. Support parents in their role through education and skill building.
- y. Facilitate delivery of intensive mental health and chemical dependency treatment from the onset of the youth's engagement

with the Court.

- z. Provide intensive in-home and community-based individual and family therapy utilizing skill building and development of parental structures and supports that are effective in managing the youth's behavior.

MINIMUM QUALIFICATIONS: Master's degree in counseling/psychology or related field required. Two years' experience working with children and families preferred. Child Mental Health Specialist and certification preferred. Prefer Chemical Dependency Professional certification or experience in co-occurring disorders treatment, individual and group therapy, or substance abuse treatment. Requires valid WA State Driver's License in good standing, and reliable, insured transportation.

EXHIBIT B: COMPENSATION

The agreed upon compensation to be paid to the Contractor pursuant to this Contract shall not exceed \$119,781.81, as reflected below:

- MA level therapist at 1.0 FTE = \$119,781.81 through December 31, 2017.

Total costs = **\$119,781.81**

All random urinalysis testing and tests for alcohol performed in accordance with Exhibit A of this Agreement shall be paid directly to the testing entity by Kitsap County Juvenile and Family Court Services, and such costs are independent of this Agreement.

Invoices shall be sent on a monthly basis and include the current dollar amount being invoiced with the time period, year to date, dollar amount invoiced, and the remaining balance of contract. All invoices must also reflect the contract number. Invoices should be remitted monthly to: Kitsap County Juvenile Department, Attn: Accounts Payable., 1338 SW Old Clifton Road, Port Orchard, WA 98367.

EXHIBIT C: DISCLOSURE OF CRIMINAL BACKGROUND

EXHIBIT C: Continued

DISQUALIFYING CRIMES AGAINST PERSONS

Listed below are the crimes that disqualify an applicant from appointment to a position that requires a Washington State Patrol Check, pursuant to RCW 43.43.830, RCW 43.43.842 and KCJFCS policy. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. Unless specifically noted below, these crimes have no time limitations related to employment eligibility.

EXHIBIT C - DISCLOSURE OF CRIMINAL BACKGROUND

- A. Pursuant to the requirements of RCW 43.43.830 - RCW 43.43.845 and KCJFCS policy, we are required to ask you to disclose the following information and to submit an inquiry to the Washington State Patrol to verify the information. The conviction for any of the crimes identified herein may disqualify an applicant/contractor permanently or temporarily, depending on the offense, from selection for a position/contract if the duties and responsibilities of the position includes unsupervised contact with youth, developmentally disabled persons or vulnerable adults. The information provided will be kept confidential.

1. Permanently Disqualifying Offenses (WAC 388-06A-0170): A felony conviction for any of the following: child abuse or neglect; spousal abuse; a crime against a child; child pornography; crimes involving violence; rape; sexual assault; homicide; any federal or any state conviction for an offense that would disqualify him/her from having unsupervised access to children or individuals with developmental disabilities in any home or facility under Washington law. This includes any federal or out-of-state conviction for an offense that would be disqualifying under Washington state laws.
2. Disqualifying Offenses - if less than 5 years from conviction date (WAC 388-06A-0180): A felony conviction for any of the following: physical assault or battery offense not identified in WAC [388-06A-0170](#); Imitation Controlled Substances Act (chapter [69.52](#) RCW); Legend Drug Act (prescription drugs, chapter [69.41](#) RCW); Precursor Drug Act (chapter [69.43](#) RCW); Uniform Controlled Substances Act (chapter [69.50](#) RCW); or unlawfully manufacturing, delivering or possessing a controlled substance with intent to deliver, or unlawfully using a building for drug purposes. This includes any federal or out-of-state conviction for an offense that would be disqualifying under Washington state laws.
3. Additional Disqualifying Factors: 1) Pending criminal matters, in state or out; 2) current probation or parole; or 3) currently under the jurisdiction of a court, including, but not limited to, such civil actions as No Contact and Restraining Orders.

B. Please answer yes or no to the questions below. If you answer yes to any question, in the section C provide all information requested.

1. **Have you ever been convicted of a crime against children or other persons?** *A crime against children or other persons means any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second or third degree assault; first, second or third degree assault of a child; first, second or third degree rape; first, second or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second or third degree child molestation; first or second degree sexual misconduct with a minor; commercial sexual abuse of a minor; child abandonment; promoting pornography; selling or distribution erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; patronizing a juvenile prostitute, felony indecent exposure; endangerment with a controlled substance, criminal abandonment; or any of these crimes as they may be renamed in the future. RCW 43.43.830(7)*
No **Yes** **If yes, describe below**
2. **Have you ever been convicted of a crime relating to financial exploitation if the victim was a child or vulnerable adult?** *A crime relating to financial exploitation means any of the following offenses: a conviction for first, second, or third degree extortion; first, second, or third degree theft; first or second degree robbery; forgery;*

I CERTIFY UNDER PENALTY OF PERJURY that I am the person identified above and the information provided by me on this form is true, correct and complete. I agree to provide Kitsap County my fingerprints, if requested, and authorize Kitsap County to conduct a background check on me with any governmental agency or law enforcement agency and release the results to Kitsap County. I understand that my contract with Kitsap County, and the continuation of any existing contract, is conditional upon the receipt of a satisfactory background report. I understand that any misrepresentation or omission on this form may result in my immediate disqualification from consideration for any contract/employment/volunteer opportunities with the County. I understand a copy of the report will be made available to me upon request.

Print Full Name: _____

Signature: _____ Date: _____

I signed this document while in _____, Washington

(City or Town)

EXHIBIT C: Continued
DISQUALIFYING CRIMES AGAINST PERSONS

Identified below are the crimes that disqualify an applicant/contractor from a position/contract that requires a Washington State Patrol Check, pursuant to RCW 43.43.830, RCW 43.43.842 and KCJFCS policy. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. Unless specifically noted below, these crimes have no time limitations related to employment eligibility.



Aggravated Murder

Manufacture, Delivery or Possession with
Intent to Manufacture or Deliver a Controlled
Substance **EXHIBIT D**

**KITSAP COUNTY
JUVENILE FAMILY AND COURT
SERVICES DEPARTMENT HIPAA BUSINESS
ASSOCIATE AGREEMENT**

Arson 1st Degree

Assault 1st, 2nd, and 3rd Degree

1st and 2nd Degree

| | |
|---|--|
| Assault 4 th Degree (3 or more years)* (Simple Assault) | izing a Juvenile Prostitute |
| Assault of a Child 1 st , 2 nd , and 3 rd Degree | ing Prostitution 1 st Degree |
| Burglary 1 st Degree | ing Pornography |
| Child Abandonment | tion (3 years or more)* |
| Child abuse or neglect - RCW 26.44.020 | t, 2 nd , and 3 rd Degree |
| Child buying or selling | a Child 1 st , 2 nd , and 3 rd Degree |
| Child Molestation 1 st , 2 nd , and 3 rd Degree | y 1 st and 2 nd Degree |
| Communication w/Minor | Selling/Distributing Erotic Material to a Minor |
| Commercial Sexual Abuse of a Minor | Exploitation of Minors |
| Criminal Abandonment | Misconduct w/a Minor 1 st and 2 nd Degree |
| Criminal Mistreatment 1 st & 2 nd Degree | t Degree |
| Custodial Assault | nd Degree (5 years or more)* |
| Custodial Interference 1 st & 2 nd Degree | d Degree (3 years or more)* |
| Custodial Sexual Misconduct 1 st & 2 nd Degree | ul Imprisonment |
| gement with a Controlled Substance | ar Homicide |
| on 1 st , 2 nd , & 3 rd Degree | on of Child Abuse Restraining Order |
| Felony Indecent Exposure | these crimes as may be renamed in the future. |
| Forgery (5 years or more)* | |
| Incest | nviction of an equivalent crime in another |
| Indecent Liberties | jurisdiction (federal or any state) |
| Kidnapping 1 st and 2 nd Degree | ted & Conspiracy charges for charges noted |
| Malicious Harassment | with a Domestic Violence or Sexual Motivation |
| Manslaughter 1 st and 2 nd Degree | allegation included in the conviction |

* The crimes above marked

This HIPAA Business Associate Agreement (“Agreement”) is made between Kitsap County Juvenile Family and Court Services Department (“KCJFCS”) and _____ (“Business Associate”). This Agreement does not expire or automatically terminate except as provided herein.

RECITALS

- A. KCJFCS wishes to disclose certain information to the Business Associate for business purposes, some of which may constitute Protected Health Information ("PHI") as defined herein.
- B. KCJFCS is required to enter into a Business Associate Agreement with an asteriskthe Business Associate to protect the privacy and security of PHI pursuant to the Health Insurance Portability and Accountability Act of 1996 and 45 CFR Part 160 and Part 164.
- C. The Parties intend this Agreement to apply to all business relationships and Agreements (current and future) between the Business Associate and KCJFCS, unless otherwise agreed. The Business Associate is or may be a "Business Associate" of KCJFCS as defined in the HIPAA Regulations.

AGREEMENT

In consideration of the foregoing recitals, which are not disqualifying as long as the

conviction incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

1.1 Catch-all Definition - The following terms used in this Agreement shall have the same meaning as those terms have been defined in the HIPAA Rules unless otherwise provided herein: Breach, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Breach, Unauthorized Use, Unsecured PHI and Use.

1.2 Specific Definitions

- A. Business Associate - shall have the same meaning as the term “business associate” has been defined in the HIPAA Rules and as specifically identified herein. The term Business Associate includes any agent and subcontractor that creates, maintains or transmits PHI on behalf of the Business Associate pursuant to 46 CFR 160.103.
- B. Agreement or Underlying Agreement or Contract - shall mean all agreements between the Business Associate and KCJFCS under which the Business Associate is a "business associate" as defined in the HIPAA Rules. These terms shall apply whether there is one agreement or more than one agreement between the Parties, and if there is more than one agreement, these terms shall include all such agreements even though the term is used a singular form unless otherwise specified herein. The terms include agreements now in effect and agreements that become effective after the effective date is established to be 3 or 5 of this Agreement.
- C. Covered Entity - shall generally have the same meaning as the term “Covered Entity” in 45 CFR 160.103, and in this Agreement shall mean Kitsap County.
- D. HIPAA Rules - shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with §164.302), the "Breach Notification Rule" is subpart D (beginning with § 164.400), and the "Privacy Rule" is subpart E (beginning with § 164.500) and the Uniform Health Care Information Act, Chapter 70.02 RCW (“UHCIA”), as now in effect and as modified, and other applicable laws.
- E. Protected Health Information or PHI - shall have the same meaning as “protected health information” has been defined in the HIPAA Rules except that in this Agreement the term includes only information created by the Business Associate, its agents or subcontractors, or information received from or on behalf of KCJFCS.

SECTION 2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Compliance with Law. Business Associate shall comply with all applicable HIPAA Rules, including the UHICA, and all other applicable law in the performance of this Agreement and any

Underlying Agreement with KCJFCS.

- 2.2 Minimum Necessary. The Business Associate shall not request, use, or disclose PHI other than as permitted or required by this Agreement and consistent with KCJFCS policies and procedures or as required by law. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate shall not request, use or disclose PHI in any manner that would violate the HIPAA Rules if KCJFCS were to request, use or disclose PHI in the same manner.
- 2.3 Safeguards. Business Associate shall implement and use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI. Business Associate will comply with the HIPAA Rules, and specifically Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate will use, store and transfer all PHI in encrypted format as required by the HIPAA Rules.
- 2.5 Subcontractors/Agents. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate will ensure that all agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to and comply with the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information and the terms of this Agreement. Upon request, Business Associate will identify to KCJFCS all subcontractors and provide copies of its agreements with them. Any subcontract or delegation of the Business Associate responsibility to a subcontractor or any third party does not relieve the Business Associate of its responsibilities under this Agreement. Business Associate shall be responsible for any breach of this Agreement by its agents or subcontractors.
- 2.6 Amendment of PHI. Business Association shall make any amendment(s) to protected health information in a designated record set as directed or agreed to by KCJFCS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the obligations of KCJFCS under 45 CFR 164.526;
- 2.7 Data Ownership. Business Associate acknowledges that Business Associate, its agents and subcontractors will have no ownership rights with respect to the PHI.

SECTION 3 ACCOUNTING, RETENTION, AUDITS AND INSPECTION

- 3.1 Business Associate shall retain, collect and make available to KCJFCS the following information, in a record designated by KCJFCS, within five (5) days of a request from KCJFCS:
- A. All information necessary to satisfy the obligations of KCJFCS under 45 CFR § 164.524; and
 - B. All information necessary to provide an accounting of disclosures to KCJFCS to satisfy the obligations of KCJFCS under 45 CFR 164.528. This information shall be retained, collected and made available for six (6) years prior to a request and six (6) years after the creation of the PHI, whichever is greater as required by the HIPAA Rules.

C. At a minimum, the following information shall be retained, collected, and made available to KCJFCS: (i) date of disclosure; (ii) name of entity or person who received PHI, and if known, address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for disclosure, or a copy of a written request for disclosure under § 164.502(a) or § 164.512, if any.

3.2 Audits, Inspection and Enforcement. Within ten (10) days of a request from KCJFCS, Business Associate shall allow KCJFCS to conduct a reasonable inspection, at a reasonable time, of the facilities, systems, books, records, agreements, policies and procedures relating to the use and disclosure of PHI and security safeguards required in Section 4 to ensure compliance with this Agreement and HIPAA Rules. The fact that KCJFCS inspects, or fails to inspect or inspects and fails to notify Business Associate of its deficiencies shall not constitute acceptance of any deficiency or waiver of KCJFCS's enforcement rights under any agreement.

3.3 Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining the Parties compliance with HIPAA Rules.

3.4 Business Associate shall be solely responsible for ensuring the full compliance of its agents and subcontractors with all Business Associate requirements set forth in Section 3.

SECTION 4 OBLIGATIONS OF KCJFCS

4.1 KCJFCS shall use appropriate safeguards to maintain and ensure confidentiality, privacy and security of PHI transmitted to Business Associate in compliance with HIPAA Rules.

4.2 KCJFCS will provide a copy of its current Notice of Privacy Practices under the HIPAA Rules to Business Associate on request. KCJFCS shall notify Business Associate of any known limitation(s) in the Notice of Privacy Practices of KCJFCS under 45 CFR 164.520 if the limitation may affect Business Associate's use or disclosure of PHI.

SECTION 5 BREACH NOTIFICATION RULE

5.1 "Breach" is defined in the Breach Notification Rule ("Rule"), 45 CFR Sections 164.400-414. The time when a Breach is considered to have been discovered is set forth in the Rule. KCJFCS, or its designee, is responsible for determining whether an unauthorized use or disclosure constitutes a Breach under the Rule, and any other security incident of which it becomes aware.

5.2 Business Associate will promptly notify KCJFCS of any unauthorized use or disclosure, or security incident that materially interferes with an information system used in connection of PHI; or any other possible Breach upon discovery. If Business Associate does not have full details at that time, it will report what information it has, and provide full details within ten (10) days of discovery. The initial report may be oral, with a written report to be provided as soon as possible. The Business Association shall promptly provide all information required for notification pursuant to 45 CFR Sections 164.410 and 164.402, and any other information KCJFCS reasonably requests, as soon as the information becomes available.

5.3 Business Associate will promptly notify KCJFCS if it determines it has or may have an independent notification obligation under any state breach notification laws and advise KCJFCS of its intent to give notice no less than ten (10) business days prior to giving such notification.

5.4 If Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of KCJFCS) be made under the Breach Notification Rule, or RCW 42.56.590 or Chapter 19.215 RCW, or other law or rule, then:

- A. KCJFCS may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
- B. In any case, Business Associate will pay all reasonable costs of notification to individuals, media, and governmental agencies and other actions KCJFCS reasonably considers appropriate to protect the information; and
- C. Business Associate will compensate KCJFCS and others for harm caused to them by the Breach or possible Breach described above.

5.5 Business Associate's obligations in Section 5 shall survive the termination of this Agreement.

SECTION 6 TERM AND TERMINATION

6.1 This Agreement continues in effect until:

- A. The termination of services under the agreement in which the Business Associate is a "Business Associate" as defined by HIPAA Rules, or if there is more than one agreement, under the last of the agreements under which services are provided is terminated,
- B. The termination of this Agreement as provided below, or
- C. The written agreement of the parties.

6.2 KCJFCS may terminate this Agreement if KCJFCS determines the Business Associate has violated a material term of this Agreement or any underlying Agreement and Business Associate has not cured the breach or ended the violation within the time specified by KCJFCS and as required by the HIPAA Rules. Termination will be effective as of the date stated in the notice of termination. Nothing in this Agreement is intended to prevent or limited the ability of KCJFCS to terminate this Agreement or any underlying Agreement for the convenience of KCJFCS.

6.3 Upon termination of this Agreement for any reason, Business Associate will return to KCJFCS or, if agreed to by KCJFCS, destroy all PHI that the Business Associate and any subcontractor of Business Associate still has in any form, unless otherwise required by law. For purposes of this section, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide KCJFCS with

appropriate evidence of destruction within ten (10) days of the destruction. The Business Associate shall retain no copies of the PHI.

SECTION 7 INDEMNIFICATION

Business Associate will indemnify, defend and hold harmless Kitsap County, KCJFCS, and all officials, agents and employees of Kitsap County from and against all claims of any kind arising out of, related to or resulting from the performance of the Agreement, including breach or violation of HIPAA Rules. any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (i) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Amendment; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the Business Associate's obligations under this Agreement.

SECTION 8 MISCELLANEOUS

8.1 Disclaimer. KCJFCS makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purpose. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

8.2 Conflict. If there is a conflict between the provisions of this Agreement and provisions of Underlying Agreements or other agreement, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other agreement. If the Underlying Agreement or other agreement is terminated, this Agreement nonetheless continues in effect.

8.3 Regulatory References. A reference in this HIPAA Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.4 Amendment. The Parties agree to take all actions to amend this Agreement from time to time as is necessary to remain in compliance with the HIPAA Rules, the UHCIA, and all applicable law.

Severability. If any provision in this Agreement shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Additional Disqualifying Factors: 1) Pending criminal matters, in state or out; 2) current probation or parole; or 2) currently under the jurisdiction of a court, including, but not limited to, such civil actions as No Contact and Restraining Orders.

WAC disqualifying charges felony convictions: Child abuse or neglect; spousal abuse; a crime against a child; child pornography; crimes involving violence; rape; sexual assault; homicide; and federal or any state conviction for an offense that would disqualify him/her from having unsupervised access to children or individuals with developmental disabilities in any home or facility under Washington law.

8.5 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

8.6 Survival. The following provisions of this Agreement shall survive the termination of this Agreement: Subsection 3.1, Section 5 (Breach Notification Rule), Section 6 (Term and Termination), Section 7 (Indemnification), and Subsection 8.6 (Survival).

8.7 KCJFCS Contact for Reporting and Notification Requirements. Business Associate will address all reporting and notification communications required in this Agreement to:

Michael Merringer, Director
Juvenile Services Department
Kitsap County Superior Court
614 Division Street, MS-28
Port Orchard, Washington 98366
mmerringer@co.kitsap.wa.us

8.9 Authorization. Each person signing on behalf of a Party represents and warrants that they are duly and fully authorized to enter into and execute this Agreement and that all of its terms are binding commitments on behalf of the person signing and the Party for which they purport to act.